pp.F.IX-4

P. P

192 3/24 File No. 45-23

Previous References (palace political)

Serial Nos. C (9) 1654, 8, 9, 11, 13, 15 & 23 and 25-6 28

Later references.

Preserve

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1654, 8. 9. 11, 13, 15 & 23 and 25-6 28

Part B for

SUBJECT

Amendment to the Jewell Fuller Agreement

Receiving Letter no. 7466 dated 19.9.23. Forwarding Copy of letter no. 5339 dated 18th Sept 1923 from Major Bruce, Asst. Commandant Royal Engineers, Black Hill Estate - the Resident may be favoured with the views of the Government on the proposed fourteen amendments to the Jewell Fuller Agreement.

Pol. no. 600 dated 5/11/26. To the Legal to the Resident. Forwarding the agreement duly signed and sealed.

Printed

F. R. S. 11] 1923-24

GENERAL AND REVENUE SECRETARIAT.
Palace and Political
(1923-24)
~~P. P.~~
NOTES.

~~P. P.~~ File No. 45

1859 Prop Copy.

FILE HEADING.

Amendment to the Jewell Filter Agreement

From

The Secretary to the Resident

No. 7466/45-1899 Dated 19/9/23 Received

Diary No.	Enclos. C	Spare Copies.	Serial No.

BRIEF ABSTRACT OF LETTER.

Forwards copy of letter no. 5379 of 1st Sept. 23 from Major Priestley Asst. commanding Royal Engineer Bangalore and requests that the Resident may be favoured with the views of this Govt. on the proposed further amendments to the Jewel Filter Agreement.

NOTES AND ORDERS.

NOTES—First Sheet.

G.R.S. III—3]

Routine Notes. PPH 5-23-1

[To be used only for notes, requisitions, etc., not intended for permanent record.]

Urgent —

Residency Letter No 7466/45-1899 Dated 19th Sep 1923 - regarding amendment to the Jewell Field Agreement.

I forwarded with compliments to the Secretary to Govt, Irrigation Department. The question is being dealt with in the Revenue Secretariat.

By order

For Chief Secretary

21-9-23

Immediate

B. 32677 dy 26.9.23

Forward Copies for perusal & submission of his remarks.

Copy to the Dewan for information.

22.9.23

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

1854

Public Works Secretariat. | File No. | of 192

Serial No.

Re P.W. 609/4320 dt 2-11-23.

GEN. & REV. B. 3 NOV 1923 D. SECTION

Returned, with compliments, to the Chief Secretary to Government.

2. My remarks are noted against the suggestio made by the Residency.

Secretary to Government,
P.W.Department(Irrigation)

Bangalore,
2nd November 1923.

Accompaniments.
1. Letter from the Residency - with enclosures - with a note by the Ch. Engr.
3. Section files
1. Agreement Book.
1. Revised agreement Book
1. Section of application

Subd 3/11/23 The matter is being discussed in a P.R. Secn

Ch. Engr

K.V. Anandaraman
4/11/23

~~As the Secretary already said with which the Secretary proposals are by themselves, many~~ ~~Representations that the proposals~~ The amendments proposed appear to be reasonable enough, but the procedure is difficult to understan

Note—Contn. Sheet.

WD 395—GBP—5000—31-8-23

3

Bring this after para 3. 4

In the draft Jewell Filter Agreement after the lines NOW IT IS MUTUALLY AGREED,&c. (4)

Chief Engineer's opinion.

For Para 1 substitute the following:- (1.)

1. The Principal Agreement having been so renewed as aforesaid shall remain and be in force up to the 10th day of November 1924, subject to the modifications hereinafter expressed, that is to say:-

The modifications in sub para make matters clear.

(i) where shall be deemed to be and to have, since the 10th day of November 1914, been added to clause 5 of the Principal Agreement the following paragraph (11)

"A quantity of filtered water in excess of one and a half million Imperial gallons per day of 24 hours shall be supplied to either party provided that:-

"(a) the total quantity of filtered water supplied on any one day shall not exceed two million gallons.

"(b) the total quantity of filtered water supplied in any one calendar year shall not exceed a quantity calculated at an average of 1½ million gallons a day.

(b) The change from ½ year to 1 yea requires sanction of Government. Excess consumption is generally in the months of March, April and May and it is difficult and inconvenie to effect adjustments in June, whe as such adjustments can be very ea effected in November and December.

"(c) the party concerned pumps the necessary extra quantity of water to the Jewell Filter Plant.

(ii) There shall be deemed to be and to have, since the 10th day of November 1914, been substituted in clause 7 of the Principal Agreement for the words "one half the cost" the following words "his proportion of the cost".

(ii) Does not seem quite necessar In the bill for 1st half year, ha expenditure is being charged to C Station and it is only when the bi for the 2nd half year is prepared, the adjustments are made as contem plated in para 10.

(iii) For clause 9 of the Principal Agreement there shall be deemed to be and to have since the 10th day of November 1914 been substituted the following:- (12)

(iii) All right. 4

"the rate to be paid for the electrical power supplied by the Mysore Government Electrical Department for working the Jewell Filter Plant shall be according to the schedule of rates sanctioned from time to time and as applied to similar installations in Bangalore".

(iv) For clause 10 of the Pricipal Agreement there shall be deemed to be and to have, since the 1st july 1922, been substituted the following, viz., (15)

All charges on account of "operation and maintenance" except that for the supply of electrical energy shall be met by both parties whose respective shares for the year shall be calculated in proportion to the quantity of filtered water used by each, such quantities for the purposes of this calculation being taken as the nearest whole number in millions of Imperial Gallons to the quantities actually measured and recorded. THE CHARGES FOR THE ELECTRICAL ENERGY SHALL BE BORNE BY EACH PARTY IN PROPORTION TO THE QUANTITY OF POWER CONSUMED BY THEIR RESPECTIVE PUMPING UNITS AS INDICATED BY ELECTRICAL METERS INSTALLED FOR THE PURPOSE. The provisions of this clause shall not affect the payment by the Secretary of State of the quaterly sums agreed to be paid to the Maharaja under clause 7 of the Principal Agreement but all adjustments (if any are found to be necessary) under this clause shall be made at the close of each Mysore official year (ending the thirtieth june) and in the event of any balance being found to be due to the Maharaja, the same shall thereupon be paid to him by the Secretary of State and in the event of any balance being found to be due to the Secretary of state, the same shall thereupon be repaid to him by the Maharaja. (16)

(iv) The alteration in the date may be accepted, as it is only from this date that the new calculation has been arranged to be followed.

Para 3. After the thirteenth word "determined" insert "by the Secretary of State".

Jhon Bhore
5.11.33

1956

G. R. S. 111-2]

General and Revenue Secretariat. | File No. | of 19 .

Serial No.

OFFICE.
8 NOV 1922
29544

Latest communication on the file was that the matter was under examination in the Govt of India. Meeting has demanded amendments proposed by the A. C. R. E. Bangalore remarks in these minutes and approval

K. Gaitan
7/11/23

Seen

K.V. Ananthanarayana Rao
8/11/23

6 The case requires to be worked up more fully.

7 The original agreement & revised drafts & the Govt of India letter should be carefully studied by the GA.

This opinion for should be kept in the record.

8 The point of "followed" or "complied" is merely.

Also the date. There is apparently agreement upon the 3rd the 4th & 5th should be executed.

These 4th are very much both of the original and of the

A. F. Banerji
7. 11

NOTE—Contn. sheet.

G.R.S. III—31

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

P.P. 45-23

Re Amendment to the Jewell Peter Agreement

13
3069
note file

(9)

These papers are forwarded with compliments to the Private Secretary to the Dewan as per Dewan's order on the Lukes P.W.D. file. They may kindly be returned when done with for being sent to the Govt Advocal for opinion.

K.V. Krishnaswamy

13th NOV 1923

(K) 13/11
Under Secy
11.

10

Explanation to GA urgent

A.R. Banerji

(K) 15/11/23

K.V. Krishnaswamy

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form

G.R.S. III—3]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

N B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form

G. R. S. III-21

General and Revenue Secretariat. | PP File No. 45 of 1923-24

Serial No.	
U. O. No 45/PP 14-11-23	1) To Forwarded with compliments to the Govt Advocate for favour of opinion on the amendments proposed - Please see Dewan's note - paras 7 and 8. By order Bangalore 16th Nov 1923 for Chief Secy to Govt 16.11.23
No. Dor 35/23-24 dy 23.11.23	2) I have recorded my observations on separate sheet which are appended. (Govt Advocate) 27/11/23
U. O. No LS 0/PP dy 3/12/23	3) Forwarded with compliments & the Secretary (Irrigation) for favour of remarks with regard to the Govt Advocate's opinion. The point re. "filtered water" referred to in the newspaper cuttings should be cleared. for Chief Secy 3/12/23

NOTE—Contn. sheet. 3/12/23 - 1/12/23

Gm 3433

Public Works Secretariat. | File No. | of 192 .

Serial No.

(11) Extract of the Dewan's Minute dated the 26th November 1923 on D.No.153 dated the 22nd November 1923 re water supply to the Civil and Military Station.

---

(12) "The question of "Filtered water" has to be gone into when sending up revised draft".

(13) "Extract to Chief Secretary with whom this is pending".

No. 5368 D) 27-11-23

Rao

(12) Forwarded, with compliments, to the Chief Secretary to Government.

27-11-23

Secretary to Government,
P.W. Department (Irrigation)

Note—Contn. sheet.

WD 895—GBP—5000—31-8-23

A

To be brought after para 1 of 9

Re water supply agreement between the Government & C.H.S.

1. I have carefully examined the terms of the agreement dated the 17th January 1913 as also of the previous draft and of the modifications proposed by the A.C. & E.

2. Even under the agreement of 1913 the Secy of State had the right to cause water to be pumped from the Hasanghatta tank to, and to have the same filtered by, the Jewell Gravity Filter Plant. He was also further entitled to have supplied from the Jewell Filter to the Station Reservoir a supply of filtered water not exceeding 1½ million gallons a day. Under the proposed change the previous maximum of 1½ million gallons is raised to 2 million gallons subject to certain conditions embodied in the agreement. The question as to the possibility or otherwise of guaranteeing such an enhanced supply is a matter for the Secretary to decide.

3. As to the question of the

Date 10

up to which the proposed agreement is to be in force, I find by a reference to Clause 13 of the agreement of 1913, that that agreement was to be in operation for a period of 5 years from the date of the completion of the installation of the Jacobi filters. I take it that that date was the 10th or 11th November 1914 & if I am right in taking this as the starting point, that agreement was in force till the 10th November 1919. But as there is a provision for renewal of the agreement for further period of 5 years - the proposed draft fixes the 10th November 1924 as the date till when the agreement is to be in force.

The present draft provides for renewal for a further period of 5 years from the 10th Nov. 1924.

4. Now coming to the question of the modifications proposed by the A.C.R.E., I do not think that any such modifications are really necessary. I do not

honour

however object to the modifications as they are more or less in the nature of verbal alterations which do not affect the actual terms of the agreement as adopted and approved last year except to the extent noted below.

5. But there are one or two points which deserve some attention

(1). In the draft proposed by us (Flag R) the average of $1\frac{3}{4}$ gallons per day is to be calculated on a half yearly basis; whereas in the change now proposed by the A.C.R.E. the average is to be calculated for a whole year. In my opinion this makes very much difference. The months of March, April & May & perhaps also the earlier part of June are months in which there is ordinarily a large consumption of water & any extension of the period for calculating the average will certainly place the tenants at a decided advantage, as they can insist upon the maximum supply

of

of 2 million gallons a day during
all the months of the hot weather (April to Sept inclusive) and
by consuming less water the rest of the
year, keep up the average of 1 3/4
gallons per day for the full year.

(3) This claim therefore needs careful consideration. Striking the average every 6 months appears to be the safer and the more equitable course.

(2) The substitution of
the words "his proportion of the
cost" for "one half the cost" which
appear in the old agreement of
of 1913 (para 7) does not appear
to be necessary. In the first place
in making calculations at every
step & fixing the proportion intended
would be very inconvenient.
In the second place clause 10
has made adequate provision
for final adjustments being
made in the annual accounts.
For Extra amounts if any received
during the first 3 quarters.

does

does not appear to be any objection to the proposed wording being adopted.

7. The proposed modification of para 3 by the addition of the words "by the Secretary of State" after the word "determined" makes the matter more explicit.

There are no other points which need any comments from a purely legal point of view.

Yours sincerely,

(Govt Advocate)

27/4/53

12

P.W.Un-Official
No.67 of 4th December
1923.

(Slip A)

Serial No. 15

Returned, with compliments.

GOVERNMENT ADVOCATE'S REMARKS:-

Para 2.- As per agreement regarding the draw from the Hessarghatta Lake for the decade 1914-1924, th quantity of water that could be drawn by either -- party should not exceed two millions gallons on ar day subject to the condition that the total in any half year (January to June and July to December) does not exceed the total arrived at calculated or an average of $1\frac{3}{4}$ million gallons a day. The quan tity of water to be filtered at the Combined Jewel Filters has thus been fixed till January 1924.

16)

Para 3.- Regarding the date, the first agreement was in force from 10th November 1909 to 10th Novem ber 1914 and thereafter it has not been renewed, the question having been under correspondence all along. The present draft provides that the Old Agreement be renewed and remain in force till 10th day of November 1924 and also for renewal for a further period of 5 years thereafter.

Para 4.- No remarks.

Para 5(1)- The draft agreement sent to the Resider provided for the calculation of the average quanti for half year periods. The modification now pro- posed is that calculations should be made on the basis of the calendar year.

17) The understanding regarding the draw off from the Hessarghatta Lake is as stated above that the average should be struck for two half years periods and the alterations in the Jewell Filter Agreement proposed by the Civil and Military - -

Note—Contn. sheet.

WD 895—GBP—5000—31-8-23

13

Serial No.

Station will conflict with the Lake Agreement which is in force for the decade 1914 to 1924. So far the period January 1919 to January 1924 of the -- Combined Jewell Filter Agreement, no alterations can be effected.

18) Para 6(2).- The change from "one half the cost" to "his proportion of the cost" is desirable.

19) Para 7.- No remarks.

20) Re quantity of filtered water.- The modifications proposed by the Assistant Commanding Royal Engineer will entitle the Civil and Military Station to draw $1\frac{3}{4}$ millions average and 2 millions maximum from the Filters. These are the limits fixed for the draw off from the Lake. As wash water for -- filters has also to be drawn from the Lake, the quantity to be drawn from the Lake to work up to the limits fixed as per modifications will be more than $1\frac{3}{4}$ millions average and 2 million gallons maximum draw from the Lake which is conflicting with the Lake Agreement and cannot therefore be agreed to. This question can only be considered after the -- 1914-24 Lake Agreement terminates.

21) If the words "including wash water for filters" be inserted after "total quantity of filtered water" i.e.,1(a) and (b), it would not conflict with the Lake Agreement of 1914-24.

22) The present Agreement or the discussions at

Note—Contn. sheet.

WD 895—GBP—5000—31-8-23

Serial No.

the recent conference do not guarantee any extra quantity beyond what has been fixed in the current Lake Agreement and this question does not arise ti after the termination of the Lake Agreement of 1914-24.

Secretary to Government,
P.W.Department(Irrigation)

Bangalore,
5th December 1923.

HRR.

WD 895—GBP—5000—31-8-23

(83)

G. R. S. III-

General and Revenue Secretariat.

File No. 45 of 19 22

Serial No.

23) The Chief Engr for Irrigation has furnished his remarks on the Govt: Advocate's observations. Both the Chief Engr & the Govt: Advocate are ~~Consider it undesirable to adopt~~ not for adopting the modification suggested by the A.C.R.E to the effect that the draw off from the Lake should be calculated for a whole year and not for each half year.

+ Dy Chief Secy) Pl. (Oak 6/12

24) Please furnish a Statement showing (i) the modification proposed by the A.C.R.E., (ii) the opinion of the Govt: Advocate & (iii) the Chief Engrs opinion. I wish to have the Statement by 2 pm tomorrow. C.S. Kuppuswamy (Oak 7/12

25) Subs- with a Statement in the form req

Kp. 8/12/23

26) to be put up

NOTE—Contn. sheet.

G. R. S. III-2.

General and Revenue Secretariat. | File No. 45 of 1923.

Serial No.

refer to the Dewan's orders of 9.11.23 (Para 6 of the Note.) The tabular Statement put up below gives a Summary of the modification proposed by the A.C.R.E and the opinions thereon of the Govt Advocate & the Chief Engr for Irrigation.

(a) The two important modification proposed are:-

(i) Kind of Water & quantity (Cl: 5 of the agreement of 1913).

If the modification proposed by the A.C.R.E is adopted, the draw off from the Lake will exceed the ~~quantity~~ quantity of Water that could be drawn under the Lake Agreement. The Chief Engr is not for accepting the proposed modification. He, however, states that if the words "including Waste Water for filters" be inserted after the words "total quantity of filtered water" there would be no conflict

(ii) Basis of Calculation

NOTE—Contn. sheet.

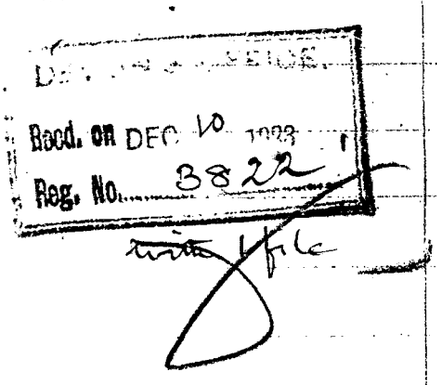
17

G. R. S. III-2.

General and Revenue Secretariat.

File No. 45 of 1923.

Serial No.



yearly average.—

The A.C. do away with the half yearly Calculation. This will be a great advantage to the C.T.M. Staff as observed by the Govt. Advocate. But the Govt. Advocate & the Chief Engr. are not in favour of the modification.

C.S. Kulkarni (Actg.) 10/12

(Dewan)

2) These (modifications) may be promptly revised.

Please (forwarded with) draft reply thereto.

Chief Secy.

Please see (marginal) Memo from A.R. Bangarji.

11.12

Actg.

3) Subs. with the draft of a reply to the Memo. 13/12/23 Actg. 4) Please forward a copy (typed) of the draft as revised by me.

C.S. Kulkarni (Actg.) 14/12

NOTE—Contn. sheet.

G. R. S. III-2]

General and Revenue Secretariat.

PP File No. 45 of 1923-24

DEWAN'S OFFICE
Received on DEC 1923
Reg. No. 4279

Serial No.	
30	Subd
31	Typed copy of the draft as revised by the Under Secy is put up.
	Hf. 14/12/23 Sdy 32 Draft put up as per Dewan's orders of 11.12.23 C.S. Kuppaswamy Iyengar (Secy) 14/12
	32 Chief Secy).
	32 Revised Draft revised & submitted K. Mallappa (S) 24/12
	X Dewan's 33 approved A.R. Banerji (Dewan) 26/12
	34 Issued C.S. Kuppaswamy Secy 26/12
2	To The Secretary to the Resident No 5498 dy 27.12.23
	Furnishes the views of the Mysore Govt on the further amendments proposed by the C.R.E. to the Jewell Pitch Agreement
	35 This may now be sent to the Secy to Govt, Irrigation, for perusal of the reply sent to the Resident & return.
	Hf. 27.12.23 Sdy 36 Issued C.S. Kuppaswamy (Secy) 27/12
	P.S.O.

NOTE—Contn. sheet.

3947

(18

G. R. S. III-2]

General and Revenue Secretariat.

P.P File No. 45 of 1923

Serial No.

(U.O. No. 53) PP dt. 28 12 23

37

Forwarded un-officially with compliments to the Secretary to Government, Irrigation, for perusal and return.

Dl (B. G.)
C. S. Kuppaswamy
(Cully Munsif).

for Secy. to Govt.

Dl.

21374

G. R. SECTT.

G. D. SECTION

Dl (28-12-23)

U.O. No. 79 dt. 2.1.1924

Seen and returned with Compliments.

Secretary to Govt. Irrigation

Dl

Bangalore 3rd. Jan 1924.

C. S. Kuppaswamy
(Cully)

Dl

From

The Secy to the Resident
No 1685 R 21/2/24
Forwarding for opinion a copy of a letter from the Resident Commanding Royal Engrs regarding the Jewel Fields agreement.

NOTE—Contn. sheet.

4874

G. R. S. III-21

General and Revenue Secretariat.

P.R. File No. 45 of 1923

Serial No.

38 Subd for orders as to whether the file may be forwarded also to the Secy to Govt P.W.D. for favour of opinion.
M.S.R 2/ W. C.S. Kuppuswamy (Secy)
23/2
23/2
723 Chief Secy)

48 Mr Secretary C.E. for remarks
K Murthy
(S)
26/2
C.S. Kuppuswamy
Secy

(U.O. No. 64 P 26/24) 91 49 Forwarded also to the Compliments to the Chief Engineer for favour of remarks and suggestions
91. (By order)
C.S. Kuppuswamy
Collector
26/2/24 91 (for Chief Secy to Govt.)
2/

91. (Submitted to Govt by Supdt & Dy 6.3.24)

91

NOTE—Contn. sheet.

Immediate

4874

Public Works Secretariat. | P.P. File No. 45 of 1923.

W.O. No. 123 P.W.E.

31/3/24

Encl:- one complete file

GENL. & REV. BRCH. P. 31 MAR. 1924 O. C. CTION

31/3

Serial No. 36903

Returned, with compliments to the Chief Secretary to Government.

2. The method of calculating issues by the weir flow at the Junction Chamber is accurate enough, and the Assistant Commanding Royal Enginee is not justified in saying that there is no metho now in use, which is really satisfactory to both the parties".

3. The quantity of wash water cannot be left out of account. The quantity actually used may l 100,000 or 200,000 a day. In some season it is more and in some less. The quantity used now is nearly 160,000 gallons a day and during the rain season, the quantity will go up to 200,000 a day or even more. Besides the 8th unit of filter ha to be installed very shortly, and this will further increase the quantity of wash water. For all these reasons, the original modification suggested should stand with the words "including wash water" being added.

4. Reckoning by year or half year.- Though the reasons put forward by the Secretary to Government, P.W.D. in 1915 may not apply in full so far as the capacity of the plant is concerned still the idea of half year average seems to be more on account of keeping down the consumption of water and consequent draw from the lake. The figures for the two half year periods of 1923 show that the average consumption for the

Note—Contn. sheet.

WD 395—GBP—5000—31-8-23

Public Works Secretariat. | P.W. File No. 45 of 1924.

Serial No.

half years has not been kept up, and much less for the whole year. If the whole year is taken as proposed, there will be a tendency to draw more during January to June when water is required most, with an idea to make up during the next six months. But the average draw for the second half year might work up so low, that it will not be possible naturally to be within the limits prescribed. For instance, the average consumption for the next four months after adjustments of excess water drawn last year, works out to 1.69 million gallons, and obviously this is too low for adoption during the summer.

46) So the suggestion of the Residency to adopt the full year cannot be approved.

Jn Bhore 29.3.24

Chief Engineer of Mysore.

Bangalore, March 1924.

9/4

47) Send with a draft reply to the Residency in accordance with the above opinion.

M.S.R. C.S. Kuppamuthamudaliar (Secy) 1/4

(Chief Secy) 1/4 1/4

48. Please see note on page 4(?) K. Matthan 3/4

C.S. Kuppamuthamudaliar (Secy)

Note—Contn. sheet.

WD 395—GBP—5000—31-8-23

4574

G. R. S. III-2)

General and Revenue Secretariat.

PP File No. 45 of 1923

Serial No.

49

(85) I discussed the matter with Mr: Bhave this evening. Revised draft making clear the portions in the original draft which were considered not clear is submitted.

(Sd) Chief Secy. 7/4

(Sd) Chief Secy.

94

50) As regards the quantity of wash water, Mr: Bhave's D.O dy 8.4. herewith puts us in possession of the required details.

Cdy 9/4

(Sd) Chief Secy.

(Sd) In Council this forenoon I discussed the matter with Mr: Bhave and Mr: Kamaji Jamshedji

Cdy

51

Draft as further revised is put up. C.S. Kudpi

(Sd) Chief Secy. Cdy 11/4

(Sd)

Dewan 13/4 Cdy

(Sd) Approved

94

NOTE—Contn. sheet.

OFFICE, 7440

G. R. S. III-2]

General and Revenue Secretariat. | P.P File No. 45 of 1923

Serial No.	
4	To The Secy to the Resident no Pol 994. dt 21.6.19 Furnishes the opinion re the Jewell Silver Agreement and states that H.H's Govt regret the inability to ~~accept~~ accept the proposed modification.
8	From The Secy to the Resid Lr. no 5344 dt 7/7/24 Requesting that the objection to a twelve mon adjustment of accounts in lieu of the present six mon adjustment may be reconsidered. Subd for orders. In this connection kind reference is invite to letter dt 7-6-24, in the linked file addressed to the Chief Secy and to which a reply is yet due. M.S.R 2/7/1882 (Chief Secy). C.S. Kuppuswami (Only) Ch Please keep up with previous papers

NOTE—Contn. sheet.

(24

G. R. S. III-2]

General and Revenue Secretariat.

P.P. File No. 45 of 1923

Serial No.

DEWAN'S OFFICE,
RECD. ON 23. JUL. 1924
Regd. No 637

1 Form where the draft agreement [illegible]
what periods does it cover? K. Mallaiah
Send a reminder to C.E. mitre 21/7
for below C.S. Rupakumar (Early)

5 Paragraphs underlined (5) K. Mallaiah 21/7

6 Draft sub?
21/7 C.S. Rupakumar (Early)
Chief Secy 22/7

5 a draft is submitted for approval K. Mallaiah (5) 23/7
Dewan C.S. Rupakumar (Early)

6 Please consult (Here records) the Phoenix Insurance Co. Ltd. and advise the Govt. Connection
A.R. Ramaiah (4)
K. Mallaiah (5) 24/7
C.S. Rupakumar (Early)

OFFICE OF CHIEF ENGINEER, Regd. No. 1217, 25 JUL 1924, FOR IRRIGATION.

U.O. 6/PP of 25.7.24

6 Forwarded with Compliments to the Chief Engineer of Mysore for favour of opinion, the matter being treated as urgent. By order
C.S. Rupakumar (Early)
25/7/24 24/7 For Chief.

NOTE—Contn. sheet

G. R. S. III-2]

WD 2310—GPE—10,000—31-5-24

General and Revenue Secretariat | PP File No. 107 of 1923..

Serial No.

107 Returned, with compliments, to the Chief Secretary to Government.

63. The object with which the half yearly adjustment is proposed in the agreement is that it should conform to the agreement with the Civil and Military Station for the draw off from the Hessarghatta Lake (vide copy of letter from the First Assistant to the Resident). Also it was intended to minimise excessive draw during the hot months of the year.

64. The question of fixing the limit of draw from the lake for the decade 1924-1934 has been taken up since the last decade for which the limits had been fixed expired in January last.

65. As definite assurance has been given in the Residency communication that any excessive draw during the first six months would be made good before the end of December of that year and that extravagant consumption would be prevented the adjustments may be made on the yearly basis. The clause relating to the quantity of draw off from the lake for 1924-1934 may be suitably modified.

66. It may be mentioned here that with Government orders, permission has been given this year to adjust the excess draw for the half year ended June 1924 before December of this year

P.P.

NOTE—Contn. sheet.

Chief Engineer of Mysore.

W.O. No. 14 P.W.D. dt. 1.8.24

7482

1 - AUG. 1924

No. 7395 Dated 22-10-18.

Letter No.7305 dated the 22nd October 1918 from the First Assistant to the Hon'ble the Resident in Mysore to the Secretar to Government, public works Department.

I am directed to invite a reference to the correspondence ending with your letter No.2032-10294 dated the 2nd November 1915, regarding the question of water supply to the Civil and Military Station of Bangalore.

2. The Government of India note that the Durbar agree that the Civil and Military Station of Bangalore should be allowed to draw on any particular day a maximum quantity of water not exceeding 2 million gallons subject to the condition that the total in any half year (January to June and July to December) does not exceed the total arrived at, calculated on an average of 1¾ million gallons a day. The Government of India approve this arrangement and say that this should be regarded as constituting a sufficient water supply for the Civil and Military Station of Bangalore for the decade 1914-1924 under clause 8 of the Agreement concluded in 1897.

"True Copy"

For Chief ~~Engineer~~ of Mysore.

V.N.S.

48 83

(27

[G. R. S. III-2]

WD 2310—GPE—10,000—31-5-24

General and Revenue Secretariat

P.S. File No. 45 of 1923.

DE... 17 AUG. 24 No. 1072

Serial No.

67 Subd with reference to para 100 of the Notes & Extracts - (Chandrap... put up.
M.S.R. M. Venkatesvarlu (Rw) 6/8/24
6/8 R&S (Ch Secy).

68 The Chief Engr's notes require clarification but apparently he means to agree with the suggestions of the Resd K. Matthan (Rw) 6/8

69 Secy A.R. Banerji 6/8 agrees (Rw) 6/8

70 Submitted K. Matthan 6/8

Please make a clean copy of this - & put up immediate Rw 6/8 R&S 6/8

9 To the Secy to the Resident No PoL 149 dt 11-8-1924

States that the question may be reserved for further examination in connection with the renewal of the Principal Agreement for be a further period of 5 years and requests that the Govt of India may kindly be moved to complete the execution of the agreement.

11/8 The file is subd as directed by the Chief. Sec

NOTE—Contn. sheet.

G. R. S. III-2]

WD 2310—GPE—10,000—31-5-24

General and Revenue Secretariat | P.P. File No. 45 of 1922.

Serial No.

72

~~108~~ The agreement which covers the period 25/10 10th November 1924 the draft of which is pending with the Residency since Dec. 1922 has not yet been completed. The period of the Principal Agreement also expires on the 10th November 1924. The position therefore is that there will be two agreements after the 10th instant.

(2/5/11 M.S.R. M. Venkatesvara Iyer 5.11

Ch Secy)

~~73~~ Please put up ~~copies~~ Hat copies of the Principal agreement the recent letter agreement, ~~&~~ (both original & subsequent revisions) & submit to day

K. Mathew (5/1

NOTE—Conton. sheet.

General and Revenue Secretariat.

P. P. File No. 45 of 1923

Serial No.

10 The principal agreement of 1897 is put up. From clause 8 of this agreement it is seen that Chamarajendra Reservoir was regarded by both Governments as a permanent source of water suppl for both the City and the Station and the partie to the agreement contemplated that the requireme of the City and the Station might vary periodica as may be decided upon by the representatives of both the Governments. Since then the requirem are ascertained to have been varied once in 1904 and again in 1914 and it is due to be fixed in 1 No formal agreements were entered into on the tw previous occasions when the requirements were varied but the limits fixed were agreed to by correspondence between the Residency and the Pub Works Department. The present limit is for th decade from 1914-1924. There has been some cor pondence between the Chief Engineer and the Assistant Commanding Royal Engineer about the li to be fixed for the next decade. The latter ha agreed to the present limit being fixed for the decade also or until the weir is raised.

11 1913 agreement is the Jewel Filter agreement first entered into. Its term expired in 1918 a the question of its renewal for a further period of 5 years up to November 1924 is still pending.

M.S.R.
7/11

Serial No.

No.

~~12~~ The on the 10th Nov 24, the term
for which the present limits of
supply to the City of Cork & the
Lewkes fixed terminate.
~~It~~ Under clause 8 of the Agreement
of 1897, ~~the~~ limits have to be fixed
77. for the decade 1924—1934.
~~113~~ The present limits are
(1) average of 1 3/4 million
gallons daily, subject to a
max of 2 million gallons
on any (2) day, provided that
~~(2)~~ the average for ~~the~~ ~~year~~ the
half year does not exceed 1 3/4 mill
gallons daily.
78. ~~1145~~ The A.C.R.E. has proposed to the
City Co. the continuance
of these limits in the next
decade, until the new schemes
be carried out and not the
modifications that the average
consumption is to be reckoned
yearly, & not half yearly.
In our letter of 11-8-24 in this file
we ~~see~~ have said that these
questions might be considered
now. The objections to an annual

NOTE—Contn. sheet.

32

G. R. S. III-2]

WD 2810—GPB—10,000—31-5-24

General and Revenue Secretariat. | P.P. File No. 45 of 1927

Serial No.

C

adjustment have been explained in our letter of 11-6-28 in this file. The C.E. has however in his note of 1-8-28 expressed himself as opposed to this change. If this is approved Mr. Chatterjee in the decade 1924-1934 until the map is revised, can be now appointed for—

79. 15 The general Rules approved in 1918. A draft memory it up to date. Nevertheless has been many discussions since 1922. Even this period will be over in 3 years. The general Rules merely make out any agreements & mutual rights & liabilities of the parties. The ~~[illegible]~~ draft ~~prepared~~ now under consideration will require to be applicable, and a new draft has to be prepared. If

NOTE—Contn. sheet.

23

G. R. S. III-2]

WD 2310—GPB—10,000—31-5-24

General and Revenue Secretariat. S.P. File No. 45 of 1923

Serial No.

DEV[illegible] OFFICE.
REGD. 17 NOV 1924
Re. 3359

approved the Rest number
and do favour us with a
new draft, embodying the
points agreed upon & having
effect for another five years
K. Matthan
7.11.24

80 Seen
116 Yes. The may be 8/11 (Genl. 7)
Done.

81
117 We need not any
more see in view
the case form the
duty is now
expressly
A. R. Banerji
(2)
11.11

82
116 draft (2)
K. Matthan 11/11
M. Venkatesangar (MV) 12/11

83
1923 A draft is submitted
13/11/24 M. Venkatesangar
(MV) 17/11

Seen
Draft (2) K. Matthan
17/11
M. Venkatesangar (MV) 17/11

WW SBP

General and Revenue Secretariat. P/P File No. 45 of 1923 93

Serial No.	
11	To The Secy to the Resident no Pol 605 dt 18.11.1926 Brings to the notice of the Reside that the period covered by the Draft agreement has already expired and suggests that a fresh draft may be drawn up embodying the points agreed upon and having effect upto the end of a further term of five years
13	From the Secy to the Resident No. 428/127-1904 dt 19th Jan 1925 In reply to Sl. 11 states that after consulting the local military authorities, the Resident accepts the proposal that a fresh agreement should be drawn up having effect for a further term of 5 yrs. Also invites refce to certain previous correspondence, and states that one of the reasons assigned for not agreeing to the six-monthly clause was that the daily draw. of might amount to a figure far above the capacity of the supply conduit and Jewell Filters & that this cannot hold good now for reasons given & requests the views of the Supdt. Govt. on the points raised therein.

NOTE—Contn. Sheet

25

34

C3
3890

G.R.S. III 21

File No. 45 of 1923

General and Revenue Secretariat

Serial No.

Submitted. The above Communication has been received in Duplicate. It is for orders whether the duplicate Copy should not be sent to the ~~Secy~~ Chief Engineer ~~P.W.D.~~ for favour of remarks.

The main subject of Contention is the question of permitting the C+M Station to adjust ~~each~~ excess draw-off once a year instead of once in six-months as in ~~the incorporated~~ new ~~draft agreement~~ the last agreement. The modification proposed ~~by the Residency~~ has not been ~~to be~~ incorporated in the new draft agreement has not been accepted by Govt - (vide para 4. of Sl. 4) ---Flag C

A reply to the Residency ~~is due~~ now becomes due on this subject, as fresh reasons are adduced ~~for the~~ in support of the modification, one of them being the special permission given by Govt for the ~~adjustment~~ adjustment of the excess draw-off for the half year ending June 1924 being carried out before Dec. 1924 vide Sl. 6 in the file linked below the Chief Engineer may be asked to give his opinion on this matter. Flag A...

For orders

The file will be forwarded to the Chief Engr. if approved

(Illegible)

Chief Secy

Secy

Dy. Secy

Under Secy

1.25

35

Land Revenue Secretariat. | File No. | of 19 .

Serial No. 90.

Forwarded with compliments to the Chief Engineer for Mysore for favour of remarks on the points raised in the Residency communication.

for Chief Secy

Returned, with compliments.

2. Kind reference is invited to this office unofficial No.14 dated the 1st August 1924 (page 25 of the Notes) wherein my opinion is furnished on the question now raised. I have no further remarks to offer.

Chief Engineer of Mysore.

Bangalore,
February 1925.

Enclosures - 1 Stitched Section
Part I.
a III
d IV.
Loose Section 1.

36

NOTE—Contn. Sheet

Serial No.

The Residency raise two points for consideration in connection with the Jewell filter agreement.

(1) The average of 13/4 mil. gallons a day should be calculated yearly instead of ½ yearly

(2) The revised agreement should have a proviso that it will have effect only so long as the joint system of filtration continues.

1st The first proposal was made early last year and we did not agree but the Residency pressed the proposal giving an assurance that strict rationing would be resorted to prevent waste. The Ch. Engineer agreed to the modified method of calculation vide his note of 1.8.24. He adheres to that view now also. The modification may therefore be agreed to.

2nd The second proposal may be accepted also as there is no objection to the agreement terminating when the City and the Militia have separate filtering systems.

(Mw) 7/2

(Chfes)

NOTE—Contn. Sheet

3392

Serial No. 96

A draft reply agreeing to the proposals and a D.S.N. may be put up soon
B. Ramaswamaiya
(hz) 23.2.25

01- (134 Br mw 4/2)

DEWAN'S OFFICE
RECD. ON 27. FEB. 1925
Reg. No. 6388

135. Submitted.
26/2 26/2

01- (136 Please put up clean typed copies.
mw 27/2

97 Draft reply and address put up m. Venkatesenger
(mw) 27/2

98 Ch Secy Dewan
hz 27.2.25
mw 27/2

99 Mr. last Residency letter does not agree to the adjustment being made in his monthly Dearness allowance and the 14th half yearly Consumption and does not order recovery of the excess paid in March. Please advise if I must make recovery if possible. Mir Hamida Hussain
(hz) 2/3

100 H.E.H. Ans Secy Please inform above hz 2/3/25

101 Br issue D.O. letter to Mr. Bhore put up herewith. Note it receipt by him and put up file for orders
Dewan
m. Venkatesenger
(mw) 2/3

102 Resubmitted.
2/3/25 2/3

103 Dewan
(mw) 2/3

NOTE—Contn. Sh

Issued No 6721
3.2.3.25

03. Mr Bhore will see Dewan about Extension
M. Venkatesenger
mw 4/3.

P·P File No. 45 of 1923

General and Revenue Secretariat

Serial No.

10 Deceased his Mukti nikli Mu Bhuno
He is with Khasi Kerio Kupsan by his
Residency. - DSN applied Mukti Khasi Kher. by
his Residency

Jeli
5/3

(39

105) *Submitted to His Highness.*

...

The Jewell Filter Agreement for the improvement of the water supply of the City and Civil and Military Station, Bangalore, entered into in 1913 was to be in force in the first instance for a period of five years from the date of installation of the filters, and again for a further period of five years subject to any modifications which had to be agreed upon. While the question of the modifications was under discussion and before agreement was reached in regard to them, the second period also expired (November 192 The Residency was therefore requested in our letter No.405 dated 18th November 1924 to get a fresh draft drawn up embodying the --- points agreed upon and having effect up to the end of a further -- term of five years.

106. In acceding to this suggestion, the Residency have again raised a question as to the manner of effecting adjustments of the total quantity of water drawn off by the Station. The practice hitherto has been that the average draw off per day has been worked out once in six months, but now the Residency propose that the daily average consumption of $1\frac{3}{4}$ million gallons should be calculated over 12 months subject to the maximum draw off of 2 million gallons on any particular day. This we did not agree to in previous correspondence lest the Station should draw too large a supply in the dry months as against the possibility of saving in the rainy months, and thereby dislocate the supply, but the Residency have given the assurance that strict rationing will be resorted to, to prevent waste, that the excess, if any, drawn in the first six months will be made good before December of the same year, and they point out also that the maximum limit of 2 million gallons a day prevents any unduly large draw being made on any particular day as against a possible saving in future.

38

(40

101. In the circumstances, it is proposed to reply that the calculation of the average draw may be made once a year, instead of each half year.

108. As there is a proposal to have a separate filter for the City and the Civil and Military Station, the Residency propose also that the present agreement may contain a proviso to the effect that the present agreement will have effect only so long as the joint system of filteration remains in force. There is no objection to agree to this. When the City and Civil and Military Station come to have separate filters, there will be no need for this agreement.

109. A draft reply is accordingly put up for gracious approval.

Bangalore,
5th March 1925.

Officiating Dewan. 5/3/

S.N.

BKR.

Gen 493/41

D.O.No.225
With one file

HUZUR SECRETARY MYSORE

Brook Hill,
Naini Tal,
13th April 1925.

My dear Sir,

110. With refernce to your D.O. letter No.P.C.134 dated the 5th April 1925, relating to the Agreement between the Mysore Government and the C. & M. Station for the working of the Jewell Filters, I am directed to say that His Highness has approved of the draft reply to the Residency.

111. The file of papers is returned herewith, with thanks.

Yours sincerely,

Rajamantra Dhurina

A.R.Banerji, Esq., C.S.I., C.I.E.,
Dewan of Mysore, Bangalore.

Record of Cases submitted for the Orders of His Highness the Maharaja

Subject.

Draft letter to the Residency in t
matter of fresh Jewell Filter Agreem

669.
Returned with Do letter No 225
dated 13. 4. 1925

Order.

112.
~~1477~~ Chief Sec
A. R. Banerji
22 Apr 1925

113.
~~1478~~
Issue draft
B. Ramaswamy
(M)
24. 4. 25

Serial No. 15

To The Secretary to the Resident
No Pol 894. dt 25.4.1925

States that the Govt. agree to the daily average consumption of 1¾ million gallons being calculated over 12 months subject to a maximum daily draw-off of 2 million gallons etc and requests that the final draft of the agreement may be obtained and forwarded.

Fwd
28/4

16 From The Secretary to the Resident
No 3884/124-1906 dt 8.5.1925

Forwards a copy of the final draft of the agreement and enquires whether the Mysore Govt. have any remarks to make.

114 ~~Draft~~ Final 115

Compare word forward with the draft with accepted changes
11.5.25 M. Venkatesiengar

put up (Illegible)

116 ~~117~~

The maximum supply of two millions gallons filtered water per day proposed in the draft agreement has not been accepted.

A new clause has been added at the end providing for determination of the agreement by the Secy of State alone on 12 months notice

P.P File No. 45 of 1923. General and Secretariat.

Serial No.

We have not agreed to 2 mil. gallons of filters under a dec. Parties will have to be told this. This will be sent to the Ch Engr. Ho for remarks if any.

[illegible] 18/5/25

(Ch. Secy) 19/5/25 Yes, for favour of very early return with his remarks

[illegible] 18/5/25

Forwarded Ho with compliments to the Ch. Engineer

Inspector [illegible]

for Chief Secy. 19/5/25

[illegible] 10-5-25

Returned, with compliments.

2. Reference is invited to the pencil corrections particularly in regard to the inclusion of wash water. In other respects the agreement is in order.

Chief Engineer of Mysore.

Camp - Mysore,
10th June 1925.

HHH.

The Partners will be informed accordingly if approved

(Chief Secy) 19/6/25

Yes. Please put up clean draft indicating all points [illegible] 6-7-25

(File put up as an ordinary file - internal any indication of its importance or urgency.)

General and Revenue Secretariat.

P.P. File No. 45 of 1927

Serial No.

17 From

The Secy to the Resident
No 5820 R 10/7/24
Stating that the
mention of the date "10th
November 1914" in certain
clauses of the agreement
was intended to
[illegible] clauses

18 From

The Secy P.W.D.
No 345 R 22/7/24
forwarding a copy
of letter No 975 R 21/7/24
received from the Chief
Engr regarding the
adjustment of overd
drawal of water by the
Cantt Station & requesting
that the revised agreem
may be expedited.

23 Submitted with a
clean copy of the
agreement. In this the
pencil corrections
by the Chief Engineer
have been incor

by the Secretary.
This is unsatisfactory
MW

NOTE—Contn. Sheet

WD 2119—GPb—10.00[illegible]-27-4-25

General and Revenue Secretariat.

File No. 19[illegible]

Serial No. 1

DEWAN'S OFFICE
RECD. ON 15. AUG. 1925
Reg. No. 1441

Office for approval
[illegible]
(Ch Secy)

The explanation in the Resident's letter of 10th July, which is repeated in the concluding part of your draft reply has not been seen by the Ch. Engineer.

(2) The draft is for approval & signature.

13.8.25

Dewan

[illegible]

Forwarded with Compliments to the Chief Engineer in Mysore for info.

By H.Q. No. 5118 of 18-8-25

(Hachley)

GR 819/8/25

Serial No.

W.O. No. 183 P.W.D. dt. 2.9.25

11577

GENL. & REV. SECTION 3 SEP 1925

129/163 Returned, with compliments.

130/164 2. The draft may issue; but the words "on either side," may be added after the words "retrospective claims," in the last sentence.

Chief Engineer of Mysore. 1.9.25

Bangalore,
31st August 1925.

HRR/31st. 131 Draft will issue now
M. Venkatarangaiya
5/9

Alteg 130 Ex
P.G. Bhatt
5/9
M. Venkatarangaiya
5/9

19 To The Secretary to the Reside
No Pol 201 dt 8.9.192
States that some additions
the revised draft agreement are
considered to be necessary and
revised draft Agreement in which
additions have been indicated.

JOTE—Contn. Sheet

WD 01264—GPB—40,000—17-12-25

General and Revenue Secretariat

P.P. File No. 45 of 1928.

Serial

20 From the Secy to the Resr No 5753/127-0 dt 5-7-28 - Returning the draft agreement regarding Jewel Fillers with Corrections in ink which the Govt of India desire

133 ~~167~~ The very copy of the draft agreement sent from this office has been returned with Corrections suggested in ink.

~~184~~ 166 Subd for orders.

10-7-28 ~~164~~ 135. The changes proposed are very minor and may be accepted

MSK 10.7.28 The Chief Engineer may be consulted — M. Venkatasingam (for) 10/7

Ch Secy 10/7 Yes Sd P.G. D'Souza (for) 11/7

OFFICE OF CHIEF ENGINEER FOR IRRIGATION. Regd. No 561 Date 15-7-28

GM 11/7 ~~141~~ 137 Forwarded to write Compliments to the Ch Engr for favour of remarks (for) 0/7. M Venkatasingam (for Ch Secy) 0/7.

GRS 13/7/28 Submitted 14/7/28 B/20/7 0/7

45

Note—Contn Sheet

Serial

138

Returned, with compliments, to the Chief Secretary to Government.

139

The minor changes proposed may be accepted

31.7.26

Chief Engineer of Mysore.

Bangalore,
1926.

140 Dft accepting is put up for appe
(The Branch will keep a record of th
corrections accepted in an office co
the draft agreement)

M. Venkatesa Iyengar
31/7

Ch Secy 142.

The changes are shown in red ink in
the agreement. They are minor ones.
P.G. D'Souza (A)
3/8/26

143 Dewan

Secy (A. & A.) may be consulted
Mirza M. Ismail
3.8.26

144

Secy A & A (A) P.G. D'Souza
4/8/26

145

The agreement is all right.
The changes are merely of a verbal
character call for no r...
B. Nagappa (A
8/8

Chief Engr
with compts

Dewan

NOTE—Contn. Sheet

GENL. & REV. SECTT.
31. JUL. 1926
G. D. SECTION

DEWAN'S OFFICE.
Received on
3. AUG. 1926
Reg. No 8281

141.
Corrections noted in
the office copy
W 2/8/26

DEWAN'S OFFICE.
Received on
7. AUG. 1926
Reg. No 9859

135, 400 WD 01264—GPB—40,000—17-12-25

eral and Revenue Secretariat

P.P File No. 45 3177 of 1923 App. F. III—2]

Serial

21 To the Secy to Resident. No. Pol. 448 & 9/8/26
States that the minor changes proposed are accepted and returns the draft agreement.
May the papers be recorded?
MW
..12/8/26
MKK
12.8.26

No - Sns Till signed agreement & rec'd
MW
13/8

(Circ 21 21.8 13/8/26)

22 No. 9213/127-1904 dated 23/10/26 from the Secy. to the Resident forwarding, with certain remarks, the agreement duly engrossed in duplicate for signature.

MW Sd/ J.S.N 149
..25/10/26
(MSK) M.S.K
28/10/26

Duplicate copies of the agreement received from the Residency are submitted for signature. The Residency desires that these copies may be returned to them after signature for being signed on behalf of the Secretary of State in Council

M. Seshadri
(Secy)
28/10

Gen. Secy)

150 For favour of signing the agreement
R. Raya
(RR)
30/10.
Dewan

151/ Mirza M. Ismail
30/10

M. Seshadri
(MS)
2/11

NOTE—Contn. Sheet

DEWAN'S OFFICE.
Received on
30. OCT. 1926
Reg. No. 3139

1911

3177

G. R. S. III-2]

WD 2310—GPB—10,000—81-5-24

General and Revenue Secretariat. | File No. | of 19 .

Serial No.	
15 ✓	Draft. subd. (sd) T.S.N 5/11/26 — 15 3 Arabic approved M. Seshadri 5/11/26
23	no. Pol. 400 & 5/11/26 to the Secy. to the Resident returning the agreements duly signed and sealed.
25	From The Secy to the Resident No 2894 M 29-3-27 Returning duly executed by the Govt of Mysore one copy of the agreement. Subd with 3 drafts 2 MSK 31/3 for perusal before issue

Secy 8/4/26

Issue 31/3

Gen. Secy 31/3

QR 31/3

Issue 31/3

UG

NOTE—Conton. sheet.

WD,01229—GPB—37,500—1-9-26

General and Revenue Secretariat

P.P. File No 45 of 1923

Serial No.	
	To
26	The Superintendent Govt. Printing
	No G.10693 dated 1-4-27 forwarding a copy of the agreement and requesting that it may be printed and 100 copies supplied to this office.
	To
27	The Chief Engineer
	No G.10831 dated 5-4-27 forwarding a copy of the agreement as finally executed.
	To
28	The Officer in charge of the State Higher Treasury, Bangalore
	No G.10827 dt 6-4-27 forwarding the original agreement for safe custody.

WD 1857

Govt Bkl 29/4

Revised and returned to Press for copies being struck off as per above alterations, along with the correspondence and hereunto for being set in type. A clean proof of the letter may soon be sent. The serial numbers given in red ink in the above notes shall be in italics

10/5/14

Cancel

Let the further batch also

10/5/14

NOTE-

Letter

Rol 349

B. O. 2—R. P. B.—8-1928.—5,000.

No. 7466 ENCLOS. 1
45-1899.

Dated Bangalore, 19th September 1923.

GENL. REV. SECTT. Br. 20 SEP. 1923 G. D. SECTION

From A. L. Cater, Esq., I.C.S., SECRETARY TO THE RESIDENT IN MYSORE.

To The Chief Secretary to the Government of
His Highness the Maharaja of Mysore.

Subject:—

WATER SUPPLY OF THE CIVIL & MILITARY STATION OF BANGALORE.

SIR,

I am directed to forward a copy of a letter No. 5379, dated the 1st September 1923, and the draft amendments, from Major Bingay, Assistant Commanding Royal Engineer, Bangalore and with reference to Mr. Cadambi's letter No. P.W.944, dated the 20th December 1922 to reque that the Resident may be favoured with the views of the Mysore Government on the proposed further amendments to t Jewell Filter agreement.

The favour of an early reply is requested.

I have the honour to be,
Sir,
Your most obedient servant,

In appearance annexed the above type from the above letter.

Letter No.5379, dated the 1st September 1923, from Major E. L Bingay, R.E., Assistant Commanding Royal Engineer Bangalore. to t Secretary to the Resident in Mysore.

---:0:---

With reference to the Conference on the Bangalore Water Suppl held at the Residency on the 10th August 1923 in which the Comm ing Royal Engineer Madras District undertook to draft a clause for inclusion in the pending Jewell Filter Agreement to do away with difficulties in distribution etc.

The Commanding Royal Engineer considers that the 2 draft shee of amendments attached incorporate as much as can usefully be incl in this agreement and directs me to forward them to you in orde as arranged at the Conference, the draft may be considered by the Resident and the Mysore Government, before being forwarded again Simla.

With regard to the amendments themselves, I beg to make the following remarks:-

Sub Para 1(1). - This now connects more directly with the pr agreement and makes future reference much easier. The objection half year calculation has been eliminated and the clause made mor clear.

Sub Para 1 (ii).- This point was not noticed apparently when the draft under amendment was made.

Sub Para 1 (iii).- This has only been amended to connect dir with a clause of the principal agreement for easy reference in fu

Sub Para 1(iv).- The only alteration here is in the date in 2nd line. If the date, 10th November 1914, as in the draft unde amendment were adopted it would be possible to charge Civil and Military Station for back power used which is of course not inten The date given 1st July 1922 was the date from which the new sys commenced.

3

Para 3.- This makes it a little more clear that it i Secretary of State who can terminate the agreement, if necessary.

To appear in Gazette.

In the draft Jewell Filter Agreement after the lines NOW IT I
MUTUALLY AGREED etc.

For Para 1 substitute the following:-

1. The Principal Agreement having been so renewed as aforesai
shall remain and be in force up to the 10th day of November 1924 s
(1) to the modifications hereinafter expressed, that is to say:-

(i) There shall be deemed to be and to have, since the 10th d
November 1914, been added to clause 5 of the Principal Agreement t
following paragraph

"A quantity of filtered water in excess of one and a half million
"Imperial gallons per day of 24 hours shall be supplied to either
"provided that:-

"(a) the total quantity of filtered water supplied on any one day
"not exceed two million gallons.

"(b) the total quantity of filtered water supplied in any one cale
"year shall not exceed a quantity calculated at an average of 1¾ m
"gallons a day.

"(c) the party concerned pumps the necessary extra quantity of wat
"the Jewell Filter Plant.

(ii) There shall be deemed to be and to have, since the 10th d
of November 1914, been substituted in clause 7 of the Principal Ag
ment for the words "one half the cost" the following words "his pr
tion of the cost."

(iii) For clause 9 of the Principal Agreement there shall be dee
to be and to have since the 10th day of November 1914 been substitu
the following:-

"The rate to be paid for the electrical power supplied by the
"Mysore Government Electrical Department for working the Jewell Fil
"Plant shall be according to the schedule of rates sanctioned from
"to time and as applied to similar installations in Bangalore."

(iv) For clause 10 of the Principal Agreement there shall be de
to be and to have, since the 1st July 1922, been substituted the foll
ing, viz:-

"All charges on account of "operation and maintenance" except that
"the supply of electrical energy shall be met by both parties whose
"respective shares for the year shall be calculated in proportion t
"the quantity of filtered water used by each, such quantities for t
"purposes of this calculation being taken as the nearest whole numb
"in millions of Imperial Gallons to the quantities actually measure
"and recorded. THE CHARGES FOR THE ELECTRICAL ENERGY SHALL BE BO
"BY EACH PARTY IN PROPORTION TO THE QUANTITY OF POWER CONSUMED BY T
"RESPECTIVE PUMPING UNITS AS INDICATED BY ELECTRICAL METERS INSTAL
"FOR THE PURPOSE. The provisions of this clause shall not affect
"payment by the Secretary of State of the quarterly sums agreed to
"paid to the Maharaja under clause 7 of the Principal Agreement but
"all adjustments (if any are found to be necessary) under this clau
"shall be made at the close of each Mysore official year (ending th
"thirtieth June) and in the event of any balance being found to be
"to the Maharaja, the same shall thereupon be paid to him by the
"Secretary of State and in the event of any balance being found to
"due to the Secretary of State, the same shall thereupon be repaid
"him by the Maharaja."

Para 3. After the thirteenth word "determined" insert "by the
"Secretary of State."

---:0:---

"C O P Y"

REGISTRAR

Revised draft.

To Letter No. 598 dated 27.12.23

The Secretary to the Hon'ble the
Resident in Mysore.

Urgent

P.P. 45-23-2

Sir,

I am directed to acknowledge the receip of your letter No.7466/45-1899 dated the -- 19th September 1923, forwarding further --- amendments proposed by the Commanding ---- Royal Engineer, Madras District, for inclusion in the Jewell Filter agreement and to state as follows :- Sir N° 2

The stipulations in the Jewell Filter -- agreement as to the quantities of filtered water to be drawn by the Civil and Military Station are necessarily subject to the --- limits fixed under the agreement of 17th -- February 1897, ~~regarding~~ the Chamaraj endra Reservoir. These limits, according to the - arrangements arrived at in the correspondence ending with Major James' letter No.7305, -- dated the 22nd October 1918, are that the -- Civil and Military Station should be allowed to draw (from the lake) a maximum quantity of water not exceeding 2 million gallons, on an average subject to the condition that the total -- quantity in any half year does not exceed the total arrived at, calculated on an average of one and three fourths million gallons a day. The addition now proposed to Clause of the Principal agreement would entitle the Civil and Military Station to draw on an - average a million and three fourths gallons of water from the filters, subject to a --- maximum of two million gallons on any one - day. These, as pointed above, are the --

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limits fixed for the draw off from the Reservoir. As wash water for -- the filters has also to be drawn from the Lake, the quantity to be drawn from the Lake, under the proposed -- modification, would exceed the average and maximum laid down for the draw off from the lake. His Highness Government feel that, -- considering the precarious nature of the rainfall during the past several years, resulting in inadequate supply of water to the Lake, it is inexpedient to increase the draw off from the Lake and they therefore regret their --- inability to guarantee any quantity -- beyond what has already been fixed.

As regards the basis of calculation of the daily average, the draft of the revised agreement proposed by His Highness' Government provided that the total quantity agreed to be supplied should not exceed in a half year, a quantity calculated at an average of one and three fourths million gallons a day. The amendment proposed by the -- Commanding Royal Engineer is to the effect that this calculation should be made for a Calendar Year. His Highness' Government regret that they are unable to accept this modification for the reasons explained in paragraph 3 of the Public Works Secretary's -- letter No.2032/10294, dated the 2nd November 1915.

About the cost of operation and of maintenance of plant, His Highness' Govt. have no objection to the amendment pro-

posed --

proposed by the Commanding Royal Engineer, viz., the substitution in Clause 7 of the -- Principal agreement, for the words "one half the cost" the words "his proportion ~~half~~ of the cost".

Finally, I am to add that there is no objection to the addition of the words "by the Secretary of State" after the 13th word in para 3 of the amendment.

I have etc.,

Chief Secretary to Govt.

1854

Pol 1158

Gen 487

MYSORE RESIDENT'S OFFICE,
OFFICE OF THE RESIDENT IN MYSORE,
Bangalore, 25th February 1924.

P.P. 45-23-3

No. 1685 Encls. 1
45-1899.

A copy of the marginally* noted letter, ~~with enclosure~~, is forwarded, with compliments, to the Chief Secretary to the Government of H. H. the Maharaja of Mysore, with reference to his letter No.Pol.598 dated the 27th December 1923, with the request that the Resident may be favoured with the further views of the Mysore Government in the matter.

* No. 1142 dated the 14th February 1924, from the Assistant Commanding Royal Engineer, Bangalore.

2. The favour of an early reply is requested.

Secretary to the Resident.

R. O. 106.—R. P. B.—7-1922.—2,000.

To appear in Para 11 (5) pc

Letter No.1142, dated the 14th February 1924, from the Assistant Commanding Royal Engineer, Bangalore, to the Secretary to the Resident in Mysore, Bangalore.

---:0:---

With reference to correspondence ending with your 798/45-1899 dated 25th January 1924 I give below remarks on letter No.598 dated 27th December 1923 from the Chief Secretary to the Mysore Government to the Secretary to the Resident in Mysore.

It is noted that for the decade 1914-24 that the draw off from the Lake was decided upon as stated in letter No.598 dated 27th December 1923 from the Chief Secretary to the Mysore Government thereby defining clause 8 of the 1897 agreement for this decade but what we are now principally considering is the renewal of the Jewell Filter agreement from now onwards.

With regard to the draw off from the Lake there is now no method in use which is really satisfactory to both parties for measuring this draw off and it is suggested that the meters at the Jewell Filters give a better method of measuring, though even they are not entirely satisfactory. As pointed out in the Secretary's letter this means adding wash water to the draw off from the lake but this last year amounted to under 100000 gallons a day for the City and Station together and therefore does not seem to be an inordinate increase to the draw off from the Lake. It is suggested that the advantage of having definite day to day figures of water used outweighs of the disadvantage of this additional draw off from the Lake and this seems to be the reason that definite figures were given in clause 5 of the agreement under amendment and it is considered that the precedent commenced then should be continued.

100,000 / 750,000 = 2/35 = 5 5/7 %.

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The Mysore Government are not called upon to guarantee a definite supply at any time, being fully protected by Clause 12 of the 1897 agreement.

With regard to the proposed change of the basis of calculation from 6 months to a year I beg to point out that the reasons given in paragraph 3 of the Public Works Secretary's letter quoted, hardly apply now because since that letter was written additional f

plant has been put in at Lebbal. Until the Darbar put in a second rising main Lebbal can filter two million gallons a day in addition to the amount the Darbar can pump and the duct can carry for this amount now. Therefore till then there is no objection to the change. Should the Darbar put in a second rising main an additional unit would be required at Lebbal, and this duct would have to be required but that does not mean any delay now. It will be seen therefore that there is no possibility to cause hardship during hot weather because of the topography of the plant and therefore the change from [illegible] is strongly urged.

---:0:---

"O O P Y"

[signature]

[illegible], RESIDENT'S CANDIDATE.

SA

Immediate

To appear on small-type

D.O No 1038 dated

Mysore Public Works Department,
Central Office,
Bangalore, 8th April 1924.

Bills 9/4

Dear Mr.Kuppuswami Iyengar,

The average quantity of wash water used for the Jewell Filters during the year 1922-23 is 85,696 gallons per day. Average for the current year to the end of March is 85,200. It may however be stated that as the Bacteriological analysis was not quite satisfactory the time of washing was increased from 20 minutes to 30 minutes and the average since then is nearly 120,000 gallons. If the water gets turbid the filters have to be washed more frequently during the day and the average will then work up to 160,000 gallons. This quantity will increase if an additional filter is installed as contemplated.

Yours sincerely,

9

G. R. S. VI—G/32]

Revised Draft

SUBJECT.....

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Diary No. of letter replied to.....

Section P P

File No. 45-23

Serial No 1

General and Revenue Secretariat

( )

, *the* 191 .

Letter No. Pol. 997

Date of issue Dated 21-4-24

Signed by Mr. C.S.R.

To

The Secretary to the Hon'ble

the Resident in Mysore.

Sir,

With reference to your Memo No 1685/45-1899 dated the 21st. February 1924 forwarding for opinion a copy of letter from the Assistant Commanding Royal Engineer regarding the Jewell Fi Agreement, I am directed to state as follows:-

2. The method of calculating issues weir flow at the Junction Chamber is reported to be sufficiently accurate. is thus not correct to say that there

over.

3. As regards the quantity of well water
[illegible] the filters, it is true
[illegible] during the
[illegible] but [illegible] analysis
ving been [illegible] satisfactory
has ~~been~~ become necessary to increase the
me of washing from 20 minutes to 30 minutes.
e average quantity of wash water since then
nearly 120,000 gallons a day. Should the
ter in the lake at any time, the filters
ve to be washed more frequently during the
y and the pumps will then be required to work
to 150, [illegible] hours. The quantity of
sh water will further increase on the
stablishment of the new unit of filter.
[illegible] water is taken not
sanitary [illegible] left out of
point. [illegible] to
make [illegible] in addition, the
vil and Public Health Act will be entitled
draw on the [illegible] 1,½ ,000 gallons a day
bject to a maximum of 3,000,000 in any one
y of filters after. If such water is
[illegible] from the lake
ld [illegible] the average and maximum will
[illegible] The "Schedule"
[illegible] under a filling
[illegible] it is [illegible] to increase
[illegible] on the lake and accordingly
[illegible] their liability to the average and
[illegible] the draft from the lake
[illegible] by the quantity of water
[illegible] turn.

List of enclosures.

Copied by

Examined by

4. As regards the basis of calculation, — however a thing — one of the reasons for the existing arrangement mentioned by the Secretary to Government in the Public Works Dept. in 1915, viz., that the excess quantity to be drawn during the first half year which will exceed the average consumption may be moderated still holds good. It is not ~~altogether~~ so much the incapacity of the filtering plant to supply the required quantity of filtered water that makes the Government ~~to hesitate about agreeing~~ some cause to the suggested change of the basis of calculation, from six months to one year. The tendency ~~is, as is well known,~~ will be to draw more than the average during the months from January to June when water is required most, ~~with the idea of making up for~~ in the expectation of making good the excess by curtailing the supply during the other six months, But this may not be found in practice. experience for the past few years has shewn that it has been not possible to do so with the result that the prescribed average is not being maintained. While Government will ever be ready to ~~supply the required quantity~~ maintain an adequate supply of water with due regard, however, to the quantity of water available in the lake and the capacity of the filtering plant, they regret they cannot agree to any formal modification in the matter of the basis of calculation.

I have etc.

Chief Secretary.

11/4

All communications should be addressed to the Secretary to the Resident in Mysore Bangalore, by designation and not by name.

Vol. 21

R. O. 2.—R. P. B.—5-1922—5,000

No. 6347 ENC.
127-1904.

FROM

A. N. L. Cater, Esq., I.C.S.,

SECRETARY TO THE RESIDENT IN MYSORE.

P.P. h5-23-8

To

The Chief Secretary to the Government of
His Highness the Maharaja of Mysore.

Dated Bangalore, 5th July

Subject:—

WATER SUPPLY OF THE CIVIL AND MILITARY STATION OF BANGALORE-JEWELL FILTER AGREEMENT.

SIR,

With reference to paragraph 4 of your letter No.Pol.997/P.P.45-23-4, dated the 21st April 1924, I am directed to request that the Government of Mysore will be so good as to reconsider their objection to a twelve monthl adjustment of accounts under the above Agreement in lieu the present six months adjustment. The matter is one of great importance to the Civil and Military Station because the present supply, in spite of strict rationing, is insufficient to meet the needs of the population during the hot months and the shortage is acutely felt. During the cold weather months, and particularly during the monso the difficulty disappears and the supply is more than enough. The Assistant Commanding Royal Engineer is

prepared to guarantee that any excess taken during the first six months will be adjusted before the close of the twelve months. The Government of Mysore may rest assured that no extravagance will be permitted, if the present request is acceded to, for it is scarcely necessary to assure them that the Civil & Military Station is as keenly interested in conserving the water in the Hessaraghatta Reservoir as Bangalore City. The favour of a very early reply is requested.

I have the honour to be,
Sir,
Your most obedient servant,

SECRETARY TO THE RESIDENT.

BJ

P.P. 45-23-9

Letter No. Pol. 149 dt 11/8/24

To

The Secretary to the Hon'ble
the Resident in Mysore.

Sir,

With reference to your letter No.5347/127-1904 dated the 5th/7th July 1924, regarding the Bangalore-Jewell Filter Agreement, I am directed to invite attention -- to the fact that the period which the -- agreement under discussion covers will expire in November next and that it does not appear to serve any useful purpose to --- consider at this stage the question of a twelve-months adjustment of accounts in lieu of the present six-months adjustment His Highness's Government are of opinion that the question may be reserved for further Examination in connection with the -- renewal of the Principal Agreement for a further period of five years from the 10th day of November 1924 as provided for in clause 4 (2) of the draft agreement now under - -- consideration.

2. As the draft agreement has been pendir since December 1922, I am to request that the Government of India may now be kindly moved to complete the execution of the --- agreement as early as possible in accordar with the terms already agreed to by both parties.

I have etc.,

Chief Secretary to Government.

G. R. S. VI—G/32]

SUBJECT.....

.....

.....

Diary No. of letter replied to——

Section P.P.
File No. 45-23
Serial No. 11

General and Revenue Secretariat
( )
, *the* 191 .

Letter No. 405- dated

Date of issue 18/11/24.

Signed by M. K. Nathan

To

The Secy. to the Resident.

Sir,

With refce to the Correspondence ending with this office No. Pol. 149 of 11.8.1924, on the Subject of the Bangalore Jewell Filter Agreement, I am directed to request that as the period covered by the draft agreement under consideration has expired about a year, I am to enquire whether the Municipal Council may be permitted to continue the supply of water to the Residency for the period from 1.10.1924 to 30.9.1925 on the same terms as before.

I have the honour to be,

Sir,

Your most obedient servant,

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Notice of the Municipal Council

over.

Suggest
~~of H. H. Mahārāja of Mysore~~
that
~~may be favoured with a~~
make
~~fresh~~ draft embodying the
points ~~so far~~ agreed upon,
for
~~for another~~
fair copy

Mr [redacted]
Home

List of enclosures.

Copied by

Examined by

All communications should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation and not by name.

Letter No. 428 Enc. 127-1904.

Fm 3390

P.P 45-23-12

From

A. N. L. Cater, Esq., I.C.S.,

SECRETARY TO THE RESIDENT IN MYSORE.

Pol 874

To

The Chief Secretary to the Government of

His Highness the Maharaja of Mysore.

Dated Bangalore, 19th January *1925*.

Subject.

WATER SUPPLY OF THE CIVIL & MILITARY STATION OF BANGALORE - JEWELL FILTER AGREEMENT WITH THE MYSORE GOVERNMENT.

Sir,

In reply to your letter No. Pol.405, dated the 18th November 1924, I am directed to say that, after consulting the local Military authorities the Hon'ble the Resident accepts the proposal that a fresh agreement should be drawn up having effect for a further term of five years.

2. The Government of India are being asked to hold up the present draft agreement and in the meantime I am to invite a reference to letter No. 2032/10294, dated the 2nd November 1915, from the Secretary to the Government of Mysore, Public Works Department, and to your letter Pol. No.997/PP.45-23-4, dated the 21st April 1915. One of the reasons assigned for not agreeing to the six-monthly clause was that the daily draw-off might amount to a figure far above the capacity of the supply conduit and Jewell Filters. The Hon'ble the Resident is given to understand that such an argument cannot hold good now as the conditions are not the same as they were in 1915, because

(1) A seventh filter plant was added in 1921 making a

total filtering capacity of 3½ millions, which divided equally means 1¾ millions each to the Civil and Military Station & the City.
(2) The duct although leaking is capable of 3½ millions at present giving half share of 1¾ millions each.
(3) The pumps at Turbanhally are capable of delivering over 2 millions and the two rising mains can each deliver over a million gallons, so that it would not be overtaxing the capacities of the water supply system as it exists to-day if the average of 1¾ million gallons of water was adjusted over 12 months instead of 6 months as at present.

The possibility of the deficit during nine months, being heavily drawn upon in the three hot months, should not arise, as the clause subjecting the draw-off on any particular day to a maximum of 2 millio gallons will control this, in conjunction with the clause that the average daily consumption over 12 months should not exceed 1¾ millions These two clauses if enforced should ensure that the capacities of the duct, filters, pumps, main etc. are not exceeded.

3. From a comparison of the average daily consumptions on the six monthly adjustment basis during the last six years it is noted that this has increased from 1½ millions in 1918 to nearly 1¾ millions in 1923 and that it has only been kept down by drastic rationing measures and that without this the limit of 1¾ millions as the average daily consumption would be exceeded. It is quite clear that the time has now come when it is impossible to keep down to this average and that the clause, if enforced, resolves itself into an impossibility and one which cannot be adhered to as being unworkable. This view is also supported by the fact that the Mysore Government gave permission duri 1924 to the adjustment of the excess draw-off for the half year endin June 1924 being carried out before December 1924. It seems therefor clear that the adjustment clause should allow of a daily average consumption of 1¾ million gallons over 12 months and that the maximum draw-off on any particular day should not exceed 2 million gallons

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Flag A in Urdu file

4. I am to add that in drawing up a fresh agreement a proviso will have to be added that it will have effect only so long as the

system of filtration remains in force.

5. I am to request that the Resident may be favoured with the views of the Mysore Government on the points raised above.

I have the honour to be,

Sir,

Your most obedient servant,

SECRETARY TO THE RESIDENT.

BJ

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Pol. 897 P.P 45-23-1-S

To 25/4/25

The Secretary to the Resident

in Mysore, Bangalore.

Sir,

With reference to correspondence ending with your letter No. 428/127-1904 dated 19th January 1925 on the subject of the Jewell Filter Agreement for the supply of water to the City and Civil and Military Station, Bangalore, I am directed to state that in view of the considerations urged in your letter, and ~~as an~~ of the assurance ~~has been~~ given in Mr. Cater's letter of 7th July -- 1924 that the excess draw off of the first six months of a year will be made good by the end of December of such year, the -- Government of Mysore agree to the daily average consumption of 1¾ million gallons (to the country) being calculated over twelve months to a maximum daily draw-off of 2 million gallons from the reservoir on any particular day. The conditions and the condition regarding the adjustment being made before the end of December each year may be added to the draft agreement.

2. I am also to state that there is no objection to the insertion of the proviso that the agreement will have effect only so long as the joint system of filtration -- remains in force.

3. The final draft of the agreement may now be revised and obtained and forwarded as early as possible.

I have etc.,

27.2.25

Offg. Chief Secretary to Gc

Letter

All communications should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation and not by name.

No. 3884 ENCLOS. 1 *Dated Bangalore,* 8th May *1925.*

127-1904.

FROM

Major K. A. G. Evans Gordon,

SECRETARY TO THE RESIDENT IN MYSORE.

Pol. 1266

GENL. & REV. SECTT. 9 MAY 1925 C. R. SECTION.

To

The Chief Secretary to the Government of His Highness the Maharaja of Mysore.

P.P 45-23-15

Subject :—

Water supply of the Civil & Military Station of Bangalore - Jewell Filter Agreement with the Mysore Government.

SIR,

In reply to your letter No. Pol.897/P.P.45-23-15, dated the 25th April 1925, I am directed to forward a copy of the final draft of the agreement and to enquire whether the Mysore Government have any remarks to make.

The favour of an early reply is requested.

I have the honour to be,
Sir,
Your most obedient servant,

Evans-Gordon

Major.
SECRETARY TO THE RESIDENT.

Agreement and Annexure

MEMORANDUM OF AGREEMENT made this day of
between the Secretary of State for India in Council (hereinafter referred to as the Secretary of State which term, where the context so admits, shall include the Secretary of State, his successors in office and assigns) of the one part and HIS HIGHNESS SIR SRI KRISHNARAJA WADIYAR BAHADUR, G.C.S.I., G.B.E., MAHARAJA OF MYSORE, (hereinafter referred to as the Maharaja, which term, where the context so admits, shall include the Maharaja of Mysore and his successors) of the other part, WHEREAS this AGREEMENT is intended to be supplemental or to be read as an annexure to an Agreement (hereinafter referred to as the Principal Agreement) dated the 17th day of January 1913, and made between the same parties as these presents, WHEREBY after reciting that it was considered desirable to instal and operate a JEWELL GRAVITY FILTER PLANT for the improvement of the Water Supply of Bangalore City (thereinafter sometimes and hereinafter called the City) and the Civil and Military Station of Bangalore (thereinafter sometimes and hereinafter called the Station), both of which supplies were drawn from the Hessarghatta Tank, the City supply being controlled and managed by the Government of Mysore and the Station supply by the Military Works Services it was inter alia agreed and provided that the Maharaja should at his own cost and expense (but upon certain terms and conditions as to the repayment by the Secretary of State to him of a portion of such cost and expense) cause to be installed on a site then already agreed upon and situate on the then existing City Filter Beds between Bangalore and Yeswanthapur a Jewell Gravity Filter plant (hereinafter called the Filter Plant) consisting of the particulars and capacity and in accordance with the specification in the Principal Agreement mentioned, such installation to be connected to the satisfaction of the Secretary of State with the then existing water supply plants of both the City and the Station at Bangalore according to certain plans therein mentioned, and if in the opinion of the officers in the said agreement mentioned in that connection any additions and alterations to the said pla were thereafter found to be necessary or desirable to ens re efficient and harmonious working of the whole of such sche e y such installation to be also connected with the Filter

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according to such amended plans to such satisfaction as aforesaid and after a provision for the payment by the Secretary of State to the Maharaja of a share (proportionate to the share to be paid by the Secretary of State as aforesaid of the cost and expense of the installation of the Filter Plant) of the charges for establishment tools and plant calculated as therein mentioned and a provision as to the incidence of the cost of the realignment of certain mains therein described of the Station, it was by the Principal Agreement (Clause 5 thereof) further provided that in consideration of the aforesaid the Secretary of State should have liberty jointly with the Maharaja to cause water to be pumped from the said Hessarghatta Tank, to, and to have the same filtered by, the Filter Plant therein before agreed to be installed and should be entitled to have supplied therefrom to the Station Reservoir a supply of filtered water not exceeding one and a half million Imperial Gallons per day of twenty four hours, a like quantity of water being the maximum limit which it should be lawful for the Maharaja to have supplied to the City Reservoir, and in the Principal Agreement are contained certain further provision as to the manner of operation and maintenance of the Filter Plant, and as to the repayment by the Secretary of State to the Maharaja of a portion to be determined in accordance with provision in that behalf therein contained of the cost of the said operation and maintenance, for the ascertainment or determination of such cost prescribing the rate to be paid for the electrical power for working the Filter Plant, and as to the incidence of the cost of repairs, renewals, additions or alterations according to the amount of such cost, and for the protection of the Maharaja against liability for failure of the regular water supply owing to accidents or unavoidable causes; And it was also provided that the Principal Agreement should remain in force for the period of five years from the date upon which the Filter Plant was completely installed and connected with the existing water supply plants of the City and the Station and took up full service, and that at the expiration of the said period of five years the same should be renewed for a similar period subject to any modifications that might be mutually agreed upon between the parties thereto, and the

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Principal Agreement also contains a provision for the reference to arbitration of any disputes, differences or question which might arise between the said parties. AND WHEREAS the Filter Plant was duly and completely installed in accordance with the Principal Agreement and was connected with the said existing water supply plants of the City and the Station and took up full service on or about the 10th day of November 1909 and that date was agreed upon by and between the said parties hereto as the date as from which the period of five years for which under the hereinbefore recited provision of the Principal Agreement the same should remain in force should run.

AND WHEREAS prior to or about the expiration on the 10th day of November 1914 of the said period of five years it was in pursuance of the provision last aforesaid agreed by and between the said parties hereto that the Principal Agreement should be renewed for the further period of five years as from that date subject to the modifications hereinafter expressed and ever since that date the same has been considered and treated as so renewed accordingly and the terms thereof as so modified duly observed by the said parties up to the date hereof. AND WHEREAS it is desired by the said parties to record the modifications so agreed on as aforesaid subject to which the terms of the Principal Agreement will remain in force up to the 10th day of November 1924 and to provide, so far as may be, for the renewal thereof for a further period of five years, as from that date.

NOW IT IS HEREBY MUTUALLY AGREED by and between the said parties as follows:-

1. The principal Agreement having been so renewed as aforesaid shall remain and be in force up to the 10th day of November 1929 or up to the date on which the joint system of filtration ~~remains in force~~ is terminated, whichever date is earlier, subject to the modifications hereinafter expressed, that is to say:-

(i) There shall be deemed to be and to have, since the 10th day of November 1914, been added to clause 5 of the Principal Agreement the following paragraph

"A quantity of filtered water in excess of one and a half "million Imperial gallons per day of 24 hours shall be supplied "to either party provided that:-

"(a) the total quantity of filtered water supplied on any one "day shall not exceed two million gallons.

"(b) the total quantity of filtered water supplied in a year "shall not exceed the quantity calculated at an average of "1¾ million gallons a day, any excess taken during six months "ending 30th June being adjusted before the end of December "each year.

"(c) the party concerned pumps the necessary extra quantity of "water to the Jewell Filter Plant.

(ii) There shall be deemed to be and to have, since the 10th day of November 1914, been substituted in clause 7 of the Principal Agreement for the words "one half the cost" the following words "his proportion of the cost".

(iii) For clause 9 of the Principal Agreement there shall be deemed to be and to have since the 10th day of November 1914 been substituted the following:-

"The rate to be paid for the electrical power supplied by "the Mysore Government Electrical Department for working the "Jewell Filter Plant shall be according to the schedule of rates "sanctioned from time to time and as applied to similar "installations in Bangalore".

(iv) For clause 10 of the Principal Agreement there shall be deemed to be and to have since the 1st July 1922 been substituted the following, viz.-

"All charges on account of "operation and maintenance" "except that for the supply of electrical energy shall be met by

"both parties whose respective shares for the year shall be "calculated in proportion to the quantity of filtered water used "by each, such quantities for the purposes of this calculation "being taken as the nearest whole number in millions of Imperial "Gallons to the quantities actually measured and recorded. "THE CHARGES FOR THE ELECTRICAL ENERGY SHALL BE BORNE BY EACH "PARTY IN PROPORTION TO THE QUANTITY OF POWER CONSUMED BY THEIR "RESPECTIVE PUMPING UNITS AS INDICATED BY ELECTRICAL METERS "INSTALLED FOR THE PURPOSE. The provisions of this clause "shall not affect the payment by the Secretary of State of the "quarterly sums agreed to be paid to the Maharaja under clause 7 of the Principal Agreement but all "adjustments (if any are "found to be necessary) under this clause shall be made at the "close of each Mysore official year (ending the thirtieth June) "and in the event of any balance being found to be due to the "Maharaja, the same shall thereupon be paid to him by the "Maharaja".

2. Clause 13 of the Principal Agreement shall cease to have effect but the Principal Agreement shall be renewed for a further period of five years as from the said 10th day of November 1924 subject to such modifications, if any, as may be mutually agreed upon between the parties hereto on or before that date and subject also to the provision for determination thereof hereinafter contained.

24

3. Notwithstanding anything hereinbefore contained the Principal Agreement and these presents may be determined by the Secretary of State at any time (not earlier than twelve calendar months after the date hereof) by notice in writing given to the Maharaja specifying the date for determination and given not less than twelve calendar months prior to such date and if such notice shall be so given then the Principal Agreement and these presents shall determine and cease to have effect on the date to be so specified but without prejudice to any rights of either of the parties acquired prior to such determination.

---:0:---

Pol 57

All communications should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation and not by name.

No. 5820 ENCLOS. Dated Bangalore, 10th July 1925.
127-1904.

G.177

FROM

Major K. A. G. Evans Gordon,

SECRETARY TO THE RESIDENT IN MYSORE.

P.P.45-23-19

GEN. & REV. SECTT.
Dy. No. 6711
10 JUL 1925
G. D. SECTION

To

The Chief Secretary to the Government of
His Highness the Maharaja of Mysore.

Subject :—

Water supply of the Civil & Military Station of Bangalore - Jewell Filter Agreement with the Mysore Government.

SIR,

In continuation of my letter No.3884, dated the 8th May 1925, I am directed to explai that, though on page 4 of the final draft of the Agreement, the date 10th November 1914 is given in clauses 1(ii) and (iii), it is not intended that these amendments should be regarded as authorising retrospective claims. It is presumed that the Government of Mysore

accept

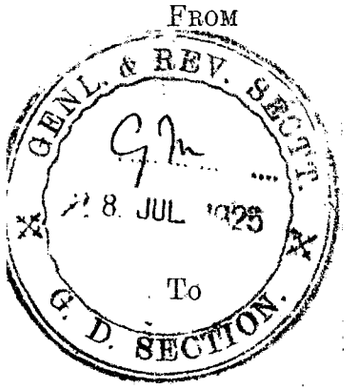
Letter
No. M. 345 04829
1.

Fm 260.

MYSORE PUBLIC WORKS DEPARTMENT,
CENTRAL OFFICE,
Dated Bangalore, 27/7/ *1925*

PP 45-23-18

FROM



K. R. SESHACHAR, ESQ., B.A., B.E., C.E.,
Secretary to the Government of Mysore,
Public Works and Electrical Departments,
Bangalore.

To

B. Ramaswamaiya, Esq., B.A., B.L.,
Chief Secretary to Government,
B a n g a l o r e.

SIR,

I have the honour to forward herewith, a copy of letter No.97/S dated the 24th July 1925, received from the Chief Engineer of Mysore, regarding the adjustment for over-drawal of water by the Civil and Military Station, Bangalore, and to request that early needful action thereon may kindly be taken, as the revised Agreement question is reported to have been pending disposal in the Chief Secretariat.

I have the honour to be,

Sir,

Your most obedient servant,

K. R. Seshachar

Secretary to Government,
Public Works Department.

T. R. S.

Do appear without fail.

Letter No.97/S dated the 24th July 1925, from the Chief Engineer of Mysore, to the Secretary to the Government of Mysore, Public Works Department, Bangalore.

I have the honour to inform you that the Garrison ------ Engineer has made a reference to the effect that the over-drawal of water by the Civil and Military Station can be left for ----- adjustment during the latter part of the year since the new ---- Agreement allows for adjustment over 12 months.

In this connection, I would invite your kind reference to my letter No.532/S dated the 29th May 1925 bringing to notice, the fact that the Assistant Commanding Royal Engineer refused to countersign the estimates for urgent works referred to therein, on the ground that the Revised Agreement has not come into force.

If this reasoning of his is accepted, then we are also --- justified in saying that the adjustment for over-drawal of water after 12 months, contemplated in the Revised Agreement cannot be accepted, as the Revised Agreement is not yet ratified; and we are under no obligation to give the Civil and Military Station, filtered water.

Under these circumstances, I request that you will be so good as to obtain very early orders of Government on the Revised Agreement and pending the ratification of this agreement, the --- Garrison Engineer will, if approved by Government, be informed -- that the adjustment should be made as heretofore.

"Copy"

Asst: Secretary to Government,
Public Works Department.

T.R.S.

WD 1998—GPB—5,000—27-4-25

No. 97/S

MYSORE PUBLIC WORKS DEPARTMENT,
CENTRAL OFFICE,

Dated Bangalore, 24 July 1925.

FROM

JOHN BHORE, Esq., A.M.I.C.E.,
Chief Engineer of Mysore,
Bangalore.

To

K. R. Seshachar, Esq., B.A.,B.E.,
Secretary to Government,
Public Works Department,
Bangalore

SIR

I have the honour to inform you that the Garrison Engineer has made a reference to the effect that the over-drawal of water by the Civil and Military Station can be left for adjustment during the latter part of the year since the New Agreement allows for adjustment over 12 months.

In this connection I would invite your kind reference to my letter No.522/S dated the 29th May 1925 bringing to notice, the fact that the Assistant Commanding Royal Engineer refused to counter-sign the estimates for urgent works referred to therein, on the ground that the Revised Agreement has not come into force.

If this reasoning of his is accepted, then we are also justified in saying that the adjustment for over-drawal of water, after 12 months, contemplated in the Revised Agreement cannot be accepted as the Revised Agreement is not yet ratified; and we are under no obligation to give the Civil and Military Station, filtered water.

Under these circumstances, I request that you will be so good as to obtain very early orders of Government on the Revised

Jn 6/13

Revised Agreement and pending the ratification of this agreement the Garrison Engineer will if approved by Government be informed that the adjustment should be made as heretofore.

0445)

I have the honour to be,

Sir,

Your most obedient servant,

(Sd) J. Bhore,

Chief Engineer of Mysore.

No. 1132 dt/ 24 1·25

Copy of the foregoing is forwarded with compliments to the Chief Secretary to Government for information.

Chief Engineer of Mysore.

V.V.S.

Letter No. 460 Pol. 201 Reform
P. P. 45-23-19

To

The Secretary to the
Hon'ble the Resident in Mysore.

8/9/1925

Sir,

With reference to the correspondence ending with your letter No.5820/127-1904 dated the 10th July 1925 on the subject of the Jewell Filter Agreement I am directed to state that the following additions ~~are proposed to be necessary~~ to the revised draft agreement forwarded with your letter No.3884/127-1904 dated the 8th May 1925, are considered to be necessary.

(i) the words "in consideration of the aforesaid payments by the Secretary of State to the Maharaja" may be added after the words "(clause 5 thereof) further provided that " in page 3.

(ii) in order to make it clear that the total quantity of water to be supplied includes wash waters ~~of the~~ for filters the words "together with wash water for filters " may be added in clauses 1(i) (a) & (b) on page 4 of the Agreement.

(iii) at the end of clause 3 in page 4 of the Agreement, the words "by the Secretary of State, and in the event of any balance being found due to the Secretary of State, thesame shall thereupon be paid to him." may be inserted before the words "by the Maharaja".

2. A revised draft Agreement in which the above additions have been indicated

It is noted that, as explained in your letter of the 10th July 25, though the date 10th Nov 1914 is given in clauses 1 (ii) and (iii) of the agreement, it is not intended that these amendments should be regarded as authorizing retrospective claims on either side.

I have the honour to be,

Sir,

Your most obedient servant,

Dy. 25

Chief Secretary to Govt.

417
165

2a appears on Council type

MEMORANDUM OF AGREEMENT made this day of between the Secretary of State for India in Council (hereinafter referred to as the Secretary of State which term, where the context so admits, shall include the Secretary of State, his successors in office and assigns) of the one part and HIS HIGHNESS SIR SRI KRISHNARAJA WADIYAR BAHADUR, G.C.S.I.,G.B.E MAHARAJA OF MYSORE, (hereinafter referred to as the Maharaja, which term, where the context so admits, shall include the Maharaja of Mysore and his successors) of the other part, WHEREAS this AGREEMENT is intended to be supplemental or to be read as an annexure to an Agreement (hereinafter referred to as the Principal Agreement) dated the 17th day of January 1913, and made between the same parties as these presents, WHEREBY after reciting that it was considered desirable to instal and operate a JEWELL GRAVITY FILTER PLANT for the improvement of the Water Supply of Bangalore City (thereinafter sometimes and hereinafter called the City) and the Civil and Military Station of Bangalore (thereinafter sometimes and hereinafter called the Station), both of which supplies were drawn from the Hessarghatta Tank, the City supply being controlled and managed by the Government of Mysore and the Station supply by the Military Works Services it was inter alia agreed and provided that the Maharaja should at his own cost and expense (but upon certain terms and conditions as to the repayment by the Secretary of State to him of a portion of such cost and expense) cause to be installed on a site then already agreed upon and situate on the then existing City Filter Beds between Bangalore and Yeswantapur a Jewell Gravity Filter plant (hereinafter called the Filter Plant) consisting of the particulars and capacity and in accordance with the specification in the Principal Agreement mentioned, such installation to be connected to the satisfaction of the Secretary of State with the then existing water supply plants

ed/- added vide D.no.3177

30

of both the City and the Station at Bangalore according to certain plans therein mentioned, and if in the opinion of the officers in the said agreement mentioned in that connection any additions and alterations to the said plans were thereafter found to be necessary or desirable to ensure the efficient and harmonious working of the whole of such scheme of supply such installation to be also connected with the Filter Plant according to such amended plans to such satisfaction as aforesaid and after a provision for the payment by the Secretary of State to the Maharaja of a share (proportionate to the share to be paid by the Secretary of State as aforesaid of the cost and expense of the installation of the Filter Plant) of the charges for establishment, tools and plant calculated as therein mentioned and a provision as to the incidence of the cost of the realignment of certain mains therein described of the Station, it was by the Principal Agreement (Clause 5 thereof) further provided that in consideration of the aforesaid payments by the Secretary of State to the Maharaja the Secretary of State should have liberty jointly with the Maharaja to cause water to be pumped from the said Hessarghatta Tank, to, and to have the same filtered by, the Filter Plant therein before agreed to be installed and should be entitled to have supplied therefrom to the Station Reservoir a supply of filtered water not exceeding one and half million Imperial Gallons per day of twentyfour hours, a like quantity of water being the maximum limit which it should be lawful fo the Maharaja to have supplied to the City Reservoir, and in the Principal Agreement are contained certain further provisions as to the manner of operation and maintenance of the Filter Plant, and as to the repayment by the Secretary of State to the Maharaja of a portion to be determined in accordance with provision in that behalf therein contained of the cost of the said operation and maintenance, for the ascertainment or determination of such cost prescribing the rate to be paid for the

31

omitted in trial agreement Ex. no. 3177

electrical power for working the Filter Plant, and as to the incidence of the cost of repairs, renewals, additions or alterations according to the amount of such cost, and for the protection of the Maharaja against liability for failure of the regular water supply owing to accidents or unavoidable causes; And it was also provided that the Principal Agreement should remain in force for the period of five years from the date upon which the Filter Plant was completely installed and connected with the existing water supply plants of the City and the Station and took up full service, and that at the expiration of the said period of five years the same should be renewed for a similar period subject to any modifications that might be mutually agreed upon between the parties thereto, and the Principal Agreement also contains a provision for the reference to arbitration of any disputes, differences or question which might arise between the said parties. AND WHEREAS the Filter Plant was duly and completely installed in accordance with the Principal Agreement and was connected with the said existing water supply plants of the City and the Station and took up full service on or about the 10th day of November 1909 and that date was agreed upon by and between the said parties hereto as the date as from which the period of five years for which under the hereinbefore recited provision of the Principal Agreement the same should remain in force should run.)

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(AND WHEREAS prior to or about the expiration on the 10th day of November 1914 of the said period of five years it was in pursuance of the provision last aforesaid agreed by and between the said parties hereto that the Principal Agreement should be renewed for the ~~future~~ further period of five years as from that date subject to the modifications hereinafter expressed and ever since that date the same has been considered and treated as so renewed accordingly and the terms thereof as so modified duly observed by the said parties up to the date hereof. AND WHEREAS it is desired by the said parties to record

the modifications so agreed on as aforesaid subject to which the terms of the Principal Agreement will remain in force up to the 10th day of November 1924 and to provide, so far as may be, for the renewal thereof for a further period of five years, as from that date.

NOW IT IS HEREBY MUTUALLY AGREED by and between the said parties as follows:--

1. The Principal Agreement having been so renewed as aforesaid shall remain and be in force up to the 10th day of November 1929 or up to the date on which the joint system of filteration is terminated, whichever date is earlier, subject to the modifications hereinafter expressed, that is to say:--

(i) There shall be deemed to be and to have, since the 10th day of November 1914, been added to clause 5 of the Principal Agreement the following paragraph.

"A quantity of filtered water in excess of one and half "million Imperial Gallons per day of 24 hours shall nevertheless be supplied "to either party provided that:--

"(a) the total quantity of filtered water (supplied) to either party on any one day together with their share of wash water for filters shall not exceed two million gallons;

"(b) the total quantity of filtered water supplied together with wash water for filters in a year shall not excee the quantity calculated at an average of $1\frac{3}{4}$ million gallons a day, any excess taken during six months ending 30th June being adjusted before the end of December each year.

"(c) the party concerned pumps the necessary extra quantity of water to the Jewell Filter Plant"

(ii) There shall be deemed to be and to have, since the 10th day of November 1914, been substituted in clause 7 of the Principal Agreement for the words "one half the cost" the following words viz "his proportion of the cost".

(iii) For clause 9 of the Principal Agreement there shall be deemed to be and to have since the 10th day of November 1914 been substituted the following:--

"The rate to be paid for the electrical power supplied by the Mysore Government Electrical Department for working the Jewell Filter Plant shall be according to the schedule of rates sanctioned from time to time and as applied to similar installations in Bangalore."

(iv) For clause 10 of the Principal Agreement there shall be deemed to be and to have since the 1st July 1922 been substituted the following, viz.--

day of added

"All charges on account of "operation and maintenance" except ~~that~~ those for the supply of electrical energy shall be met by both parties whose respective shares for the year shall be calculated in proportion to the quantity of filtered water used by each, such quantities for the purposes of this calculation being taken as the nearest whole number in millions of Imperial Gallons to the quantities actually measured and recorded.

34

THE CHARGES FOR THE ELECTRICAL ENERGY SHALL BE BORNE BY EACH PARTY IN PROPORTION TO THE QUANTITY OF POWER CONSUMED BY THEIR RESPECTIVE PUMPING UNITS AS INDICATED BY ELECTRICAL METERS INSTALLED FOR THE PURPOSE. The provisions of this clause shall not affect the payment by the Secretary of State of the quarterly sums agreed to be paid to the Maharaja under clause 7 of the Principal Agreement but all "adjustments (if any are found to be necessary) under this clause shall be made at the

close of each Mysore official year (ending the thirtieth June) and in the event of any balance being found to be due to the Maharaja, the same shall thereupon be paid to him by the Secretary of State and in the event of any balance being found due to the Secretary of State, the same shall thereupon be repaid to him by the Maharaja.

2. Clause 13 of the Principal Agreement shall cease to have effect but the Principal Agreement shall be renewed for a further period of five years as from the said 10th day of November 1920 subject to such modifications, if any, as may be mutually agreed upon between the parties hereto on or before that date and subject also to the provision for determination thereof hereinafter contained.

3. Notwithstanding anything hereinbefore contained the Principal Agreement and these presents may be determined by the Secretary of State at any time (not earlier than twelve calendar months after the date hereof) by notice in writing given to the Maharaja specifying the date for determination and given not less than twelve calendar months prior to such date and if such notice shall be so given then the Principal Agreement and these presents shall determine and cease to have effect on the date to be so specified but without prejudice to any rights of either of the parties acquired prior to such determination.

33

The following modifications made in the draft Agreement received with Pol. 13 of 5/7/26 from the Resident P.P.45-23-20 Diary no. 9.135 have been incorporated in this copy:—

(1) Page 4 line 19 — added the word "nevertheless" after "shall"
(2) do — line 19 — do — words "either party" after "supplied"
(3) do — 20 — do — "their share of" after "with"
(4) Page 5 — 4 — added "viz" after "words"
(5) do — 17 — corrected "that" into "there"

MS 2/8/26

G 4135

All communications should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation and not by name.

Letter No. 3753 ENC. 1
127-1904.

P.P. 45-23-20.

00752 Jan Index 6/7/26

FROM

Major K. A. G. Evans Gordon,
SECRETARY TO THE RESIDENT IN MYSORE.

Pol. 13

GENL. & REV. SECTT. Bg. 4 Jul 6 JUL 1926 G. D. SECTION.

To

The Chief Secretary to the Government of
His Highness the Maharaja of Mysore.

Dated Bangalore, 5th July *1926.*

Subject.

Water supply of the Civil & Military Station of Bangalore - Jewell Filter Agreement with the Mysore Government.

SIR,

I am directed to refer to the correspondence ending with your letter No.Pol.201/P.P.45-23-19, dated the 8th September 1925, and to state that the revised draft Jewell Filter agreement has been examined by the Solicitor to the Government of India, and has been returned in the form in which the Government of India are prepared to accept it on behalf of the Secretary of State for India. The Government of India state that the minor additions which are shown in black ink in the addition to clause 5 of the Principal - Agreement have been included in order to make the quantity of supply definitely applicable to the parties concerned.

2. I am to enclose the draft revised agreement* received from the Government of India and to enquire whether the Mysore Government accept these minor changes.

I have the honour to be,
Sir,
Your most obedient servant,

Evans-Gordon

Major.
SECRETARY TO THE RESIDENT.

P.N

Immediate

7/7

7/7 D

36

* Return requested.

p.p. 45-23-21

Letter No. Poc. 148 Enclosure

To

9/8/26.

The Secretary to the Hon'ble
the Resident in Mysore,
Bangalore.

Sir,

8(21)

With reference to your letter No. 5753/127-1904, dated the 5th July 1926 on the subject of the Jewell Filter Agreement I am directed to say that the minor changes proposed by the Government of India in the draft sent by His Highness' Government are accepted. The draft Agreement is enclosed.

I have etc.,

Chief Secretary to Govt.

37

The Enclosure to this
may kindly be put in
the Jewell Filter Plan
work
8/3/27

PP 45-23-22

All communications should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation and not by name.

Letter No. 9213 / 127-1904 Enc. 2

9 m 3177

POL. & REV. SECTN. 25. OCT. 1926 G.D. SECTION.

FROM

Major K. A. G. Evans Gordon,

SECRETARY TO THE RESIDENT IN MYSORE.

Pol. 486

To

The Chief Secretary to the Government of

His Highness the Maharaja of Mysore.

Dated Bangalore, 23rd October *192*6.

Subject.

Water supply of the Civil & Military Station of Bangalore - Jewell Filter Agreement with the Mysore Government.

SIR,

With reference to the correspondence ending with your letter No. Pol.148/P.P.45-23-61, dated the 9th August 1926, I am directed to forward the agreement duly engrossed in duplicate for signature. It is requested that after execution on behalf of His Highness the Maharaja of Mysore both the copies of the agreement may be returned to this office for transmission to the Government of India for execution on behalf of the Secretary of State for India in Council.

I have the honour to be,
Sir,
Your most obedient servant,

Evans-Gordon

Major.

SECRETARY TO THE RESIDENT.

BJ

F. VI. Gl.]

SUBJECT.....

.....

.....

Section ~~Gen~~

File No. PP 45-23

Serial No. 23

Diary No. of letter replied to 3177

No. Pol. 400 6/2

Letter dated 7

To The Secy. to the Resident

General and Revenue Secretariat

( )

the 192

Date of issue 5/11/26

Signed by Yeta M. Seshadri

Sir

With reference to your letter No. 9213/127-1904 dated the 23rd October 1926 I am directed to return herewith duly signed and sealed the Jewell Pillai Agreement in duplicate received herewith, for favour of transmission to the Government of India (~~the date on which the Agreement may be signed by the Political Secretary to the Govt. of India is to be kindly caused to be noted on the Agreement~~)

39

List of enclosures.....

Copied by.....

Examined by.....

over I have etc.

Genl. Secy.

WD 01265--GPB—31,000—24-12-25

nw

5/11/26.

49509

All communications should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation and not by name.

Mysore Residency No. 2894 Enc. 1 Ka 7971
127-1904

P.P. 45-23-25

FROM

Major K. A. G. Evans Gordon,

SECRETARY TO THE RESIDENT IN MYSORE.

Pol. 1099

GEN. & REV. SECTT. DR 29. MAR. 1927 G. D. SECTION.

To

The General Secretary to the Government of
His Highness the Maharaja of Mysore.

Dated Bangalore, 29th March *1927.*

Subject.

Water supply of the Civil & Military Station of Bangalore - Jewell Filter Agreement with the Mysore Government.

SIR,

With reference to the correspondence ending with your letter No. Pol.400/P.P.45-23-23, dated the 5th November 1926, I am directed to state that the agreement has been duly executed by the Government of India on behalf of His Majesty's Secretary of State for India. I am to forward one copy for retention by the Mysore Govemment, while the other is being retained by the Government of India

I have the honour to be,

Sir,

Your most obedient servant,

K. Evans Gordon

Major.

SECRETARY TO THE RESIDENT.

B.

G. R. S. G/33]

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

30 Lis

P.P 45-2326

To

The Supdt

Govt Printing

Has the Honble
the Financial Secretary
a copy of the
Jewell Gillett
Agreement and
Lease? It may be kindly
furnished to the
Colonial Secretary's
Office as early as
possible.

A sample is sent herewith for reference & return with the proof.

for Colonial Secretary

3 Encls

To PP 45-23-27

The Chief Engineer
& Secretary
Public Works Department

Sir,

With reference to the correspondence ending with your No. 2490 dated 28.10 P.W.D No 31-7-26 I am directed to forward herewith for information a copy of the Jewell Filter Agreement as finally executed by the Govt. of India & the Municipal Corporation to state that the copies will be sent to you when required.

I have the

G/1083/Engl
25.4.27

8(27)

(in prof).

WE 2230—GPB—1,00,000—23-7-20

G. R. S. G/33]

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

3 Offrs

Jc pp45-23-28.

G. R. S. G/33]

GENERAL AND REVENUE SECRETARIAT.

(Continuation sheet draft form.)

The African in charge of the State Hugum Mey. Bangalo

No. G 10877/Sec/1 Agreement 9.6.27

Has the honour to forward herewith for safe custody the accompanying agreement called the Jewell Fillers Agreement dated the 30th Oct 1926 between the Secy of State for India in Council & the Deputy Govt of Mysore regarding the acceptance of the agreement

43 c

43

for Secy of State

WD 2230—GPB—1,00,000—23-7-20